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HUB LAW OFFICES

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY)
18 INTERNATIONAL, a-California not-for-profit)
19 religious corporation,)

20 Plaintiff,

21 vs.

22 GERALD ARMSTRONG; DOES 1 through)
23 25, inclusive,)

24 Defendants.)

CASE NO. BC 052395

) NOTICE OF MOTION AND
) MOTION TO COMPEL ANSWERS
) TO DEPOSITION QUESTIONS
) AND THE PRODUCTION OF
) DOCUMENTS PURSUANT TO
) NOTICE OF DEPOSITION;
) MEMORANDUM OF POINTS AND
) AUTHORITIES, DECLARATION OF
) LAURIE J. BARTILSON IN
) SUPPORT THEREOF

) DATE: February 19, 1993
) TIME: 8:30 a.m.
) DEPT: 30

) DISCOVERY CUT-OFF: None
) MOTION CUT-OFF: None
) TRIAL DATE: May 3, 1992

25 TO DEFENDANTS GERALD ARMSTRONG AND THE GERALD ARMSTRONG
26 CORPORATION AND THEIR COUNSEL OF RECORD:

27 PLEASE TAKE NOTICE that on February 19, at 8:30 a.m. or as soon
28 thereafter as may be heard in Department 30 of the above-entitled Court, located
at 111 North Hill Street, Los Angeles, California, plaintiff Church of Scientology

1 International ("CSI") will appear by their attorneys Wilson, Ryan and Campilongo
2 and Bowles and Moxon, and move this Court, pursuant to California Code of Civil
3 Procedure Section 2025(o) for an Order compelling defendant Gerald Armstrong
4 ("Armstrong") to answer certain questions propounded to him at his oral deposition
5 on June 24, July 22, October 7 and October 8, 1992, which Armstrong refused to
6 answer, and for an order compelling defendants Armstrong and The Gerald
7 Armstrong Corporation to produce for inspection and copying documents properly
8 requested pursuant to notice of deposition and subpoena duces tecum.

9 Plaintiff moves this Court to compel answers to those certain deposition
10 questions, and to compel the production of documents, on the grounds that no
11 objections interposed to such questions and requests are proper or applicable under
12 the facts and law, and the objections are otherwise unmeritorious.

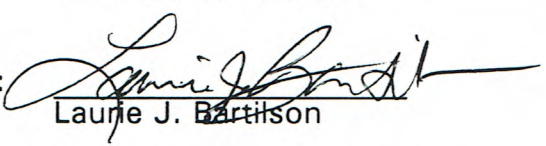
13 This Motion is based upon this Notice of Motion and Motion, the
14 accompanying Memorandum of Points and Authorities, the files on record in this
15 case, the transcript of the deposition of Mr. Armstrong, and such other and further
16 evidence as may properly come before this Court at the hearing of this matter.

17 Dated: January 6, 1993

Respectfully submitted,

18 BOWLES & MOXON

19
20 By:


Laurie J. Bartilson

21 Attorneys for Plaintiff
22 CHURCH OF SCIENTOLOGY
23 INTERNATIONAL
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After literally months of delay, defendant Gerald Armstrong ("Armstrong" or "defendant") finally appeared for deposition, only to refuse to answer highly relevant questions for reasons which ranged from frivolous claims of privilege to pure whimsy. After subjecting plaintiff Church of Scientology International's ("CSI" or "plaintiff") counsel to his bantering disregard for the judicial process, Armstrong refused to meet and confer or even respond to CSI's efforts to resolve the disputes and return to deposition. Moreover, rather than respond properly to the requests for documents which accompanied the multiple notices of deposition plaintiff was required to propound, Armstrong insisted that he would not produce any documents unless plaintiffs paid him \$3,525 for his labor in searching for them, together with copying costs of \$1,500. Plaintiff accordingly brings this motion to compel.

II. STATEMENT OF FACTS

This is a breach of contract action filed by CSI in February, 1992, in an effort to obtain the consideration for which it had bargained with Armstrong in December, 1986. In 1986, Armstrong accepted a substantial amount in settlement of pending litigation, and, in turn, signed a settlement agreement which required him to perform certain acts and refrain from performing others. Armstrong agreed, inter alia, to refrain from aiding or assisting others engaged in litigation, or contemplating litigation, with CSI or any related entities or individuals. [Ex. A, Settlement Agreement, ¶ 7G and 7H] On May 28, 1992, this Court entered an order of preliminary injunction which held in relevant part:

Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of this court from doing directly or indirectly any of the following:

Voluntarily assisting any person (not a governmental organ or

1 entity) intending to make, intending to press, intending to arbitrate, or
2 intending to litigate a claim against the persons referred to in sec. 1.
3 of the "Mutual Release of All Claims and Settlement Agreement" of
December 1986 regarding such claim or regarding pressing, arbitrating
or litigating it.

4 Voluntarily assisting any person (not a governmental organ or
5 entity) arbitrating or litigating a claim against the persons referred to in
6 sec. 1 of the "Mutual Release of All Claims and Settlement
Agreement" of December, 1986.¹

7 Exhibit B.

8 In June, 1992, CSI amended the complaint. It presently includes 12 counts
9 of breach of contract, 8 of which involve claims for liquidated damages,² and all
10 of which allege a continuing course of conduct which renders necessary the
11 imposition of a permanent injunction.

12 Even before the amendment of the complaint, CSI moved expeditiously into
13 discovery, only to be met with delay and obstruction by Armstrong and his
14 counsel. Armstrong's refusals, first to appear, then to answer substantive
15 questions or produce documents, are as follows:

16 ☼ On March 6, 1992 Armstrong was served with a notice of deposition,
17 with the deposition scheduled to take place on March 18, 1992. [Ex. D, Notice]
18 Plaintiff sought that deposition prior to the hearing on its motion for preliminary
19 injunction, which was scheduled for March 20, 1992. Later on March 6,
20 Armstrong served a notice of deposition for a non-party, also scheduled for March

21
22 ¹ Armstrong filed a notice of appeal of this order on July, 23, 1992, but has
23 yet to file or serve his opening brief. On December 31, 1992, an Order to Show
24 Cause re: Contempt was issued against Armstrong by the Court for six separate
breaches of the injunction which CSI had documented. [Ex. C] The contempt trial
is presently set for February 16, 1993, in Department 86.

25 ² Pursuant to the Settlement Agreement, Armstrong is prohibited from
26 discussing his alleged experiences while a member of the Scientology faith with
27 anyone, including the media, and from providing them with documents. [Ex. A, ¶
28 D] In addition to aiding adverse litigants, the Amended Complaint alleges that
Armstrong has repeatedly and openly breached this paragraph of the agreement,
rendering him liable to \$50,000 in liquidated damages for each such breach.

1 18, 1992. [Ex. E, Notice] On March 9, 1992, Armstrong cancelled the deposition
2 that he had noticed, and refused to appear for his own deposition on the 18th,
3 now claiming that he could not be available. [Ex. F, Letter from Ford Greene]
4 Multiple efforts to obtain even a half-day deposition of Mr. Armstrong prior to the
5 March 20 hearing proved unavailing. [Ex. G, Wilson Letter of March 9; Ex. H,
6 Wilson Letter of March 13; Ex. I, Wilson Letter of March 17]

7 ✧ On March 23, 1992, CSI again noticed Armstrong's deposition, this
8 time for April 3, 1992. [Ex. J] On April 1, 1992, Armstrong again unilaterally
9 refused to appear for deposition, claiming that he did not have to appear because
10 the case had been transferred to the Los Angeles Superior Court, but did not yet
11 have a judge. [Ex. K, Letter of April 1, 1992]

12 ✧ On April 16, 1992, CSI again noticed Armstrong's deposition for May
13 7, 1992. [Ex. L] Two days before the scheduled date, Armstrong raised an
14 untimely objection, claiming that the notice had inadvertently left out the time for
15 the commencement of the deposition, and refused to appear. [Ex. M, Objection;
16 Ex. N, Wilson Letter of May 6, 1992]

17 ✧ On June 2, 1992, CSI noticed Armstrong's deposition a fourth time,
18 this time for June 15, 1992. [Ex. O, Notice] CSI also subpoenaed the Gerald
19 Armstrong Corporation³ for deposition and production of documents on June 24,
20

21 ³ According to Armstrong, the Gerald Armstrong Corporation "possesses a
22 number of Gerald Armstrong's artistic and literary works, possesses rights to a
23 number of his inventions and rights to certain formulas, and is in the business of
24 bringing peace and exploiting its assets for commercial and peaceful purposes."
25 [GA Depo. Vol. II, p. 266:15-20] Armstrong is its president; he claims also to be
26 "the senior baker" and "the senior vice president for contests and awards." [Id.
27 265:25-266:5] In deposition Armstrong refused to identify any shareholders in the
28 corporation other than himself and CSI's former attorney, Joseph A. Yanny. He
has admitted that the corporation holds more than 3,000 pages of documents
belonging to Armstrong, potentially relevant to matters at issue in this lawsuit,
which he has refused to produce. Armstrong is an officer and director of the
corporation, and its only employee. The corporation has not received any money
in exchange for its services or assets since 1990. [GA Depo. Vol. IV, p.471:4-15]

1 1992. [Ex. P] Armstrong refused to appear on June 15, but finally agreed to
2 appear on June 24, 1992. His counsel initially agreed to produce responsive
3 documents prior to the commencement of the deposition, provided that CSI
4 covered the cost of copying the documents. [Ex. Q, Greene Letter of June 10]

5 ✧ On June 12, Armstrong wrote to CSI's counsel, claiming to be doing
6 so on behalf of the Armstrong Corporation, and stated that the "archives" of the
7 Armstrong Corporation contained thousands of pages of rare and valuable works,
8 requiring hours of labor to comply with CSI's document request. He demanded
9 that CSI pay him \$3,525, in advance, before he would begin any search through
10 the "archives" to find documents relevant to the issues in this litigation. [Ex. R]
11 CSI's counsel responded by informing Armstrong that his demand was improper,
12 and offering to pay for any copies at \$0.15 per page. [Ex. S, Wilson Letter of
13 June 17] On June 19, Armstrong wrote again, this time refusing to produce any
14 documents from the claimed massive archives because he didn't want to give any
15 additional documents to CSI. [Ex. T] On June 20, Armstrong reversed himself yet
16 again, claiming that he now had 3,000 pages of documents which he was ready to
17 produce, but that CSI would have to pay \$0.50 per page, in advance, or \$1,500,
18 before he would produce them. [Ex. U] All offers by plaintiff's counsel that
19 Armstrong (1) bring the original documents to the deposition, to be copied under
20 his watchful eye at plaintiff's counsel's office; (2) send the documents to a
21 commercial copying service to be copied, which plaintiff would pay directly; or (3)
22 accept a reasonable \$0.15 per page copying expense were rebuffed. [Ex. V,
23 Wilson Letter of June 23] Additionally, Armstrong served written "responses" to
24 the notices in which he objected to virtually all of the categories of documents.
25 [Ex. W, X] Armstrong produced no documents, whether as himself or as the

26 _____
27 When Armstrong made plain that he was using the corporation, inter alia, as a
28 document depository, and a vehicle for aiding adverse litigants, the corporation
was named as a Doe defendant.

1 Armstrong Corporation, and has not to this day.

2 ⊙ Armstrong appeared for an initial day of deposition on June 24, 1992,
3 and left at 4:30, refusing to resume the next day, and tentatively rescheduling for
4 June 30. [GA Depo., Vol. I, pp. 174-178]⁴

5 ⊙ On June 29, Armstrong informed CSI that he would not appear for
6 deposition on June 30 because the Armstrong Corporation was now a defendant in
7 the case, and he was "looking for counsel." [Ex. Y, Wilson Letter of June 30] The
8 deposition was rescheduled for July 21 and 22. [Ex. Z] Armstrong "forgot" to
9 appear on July 21. [Ex. AA] When he appeared on July 22, he and the corporation
10 were both represented by Mr. Greene. After a short day of deposition, they left,
11 again without providing any definite dates on which they would reappear. [GA
12 Depo., Vol. II, pp. 291 - 293].

13 ⊙ Armstrong finally reappeared for deposition on October 7 and 8, but
14 refused to answer dozens of relevant questions concerning matters alleged in the
15 complaint. [GA Depo., Vol. III and IV, passim]

16 ⊙ On December 23, plaintiff's counsel wrote to Armstrong's counsel,
17 identifying all of the questions which Armstrong improperly refused to answer, and
18 requesting that counsel meet and confer or produce Armstrong, again, to answer
19 the questions, and produce the documents. [Ex. BB] Plaintiff's counsel received
20 no response. [Declaration of Laurie J. Bartilson]

21 **III. ARGUMENT**

22 **A. Armstrong Is Required to Answer Questions Concerning** 23 **His Work on the Aznaran Case**

24 A central allegation in CSI's complaint is Armstrong's assistance via Ford
25 Greene to anti-Church litigants Richard and Vicki Aznaran. Id. Before the instant

26
27 ⁴ References to the deposition of Gerald Armstrong, which are in four volumes,
28 appear as "GA Depo., Vol. __, pp. __ - __". The entire deposition transcripts are
lodged with the Court for easy reference.

1 litigation was started, Armstrong obtained employment in the offices of the
2 Aznarans' attorneys (first Joseph Yanny, then Ford Greene), and provided them
3 with assistance in the case of Vicki Aznaran and Richard Aznaran v. Church of
4 Scientology International, et al., U.S. District Court, Central District of California
5 No. CV-88-1786-JMI(Ex). [Amended Complaint, ¶¶ 18-25 - 33-35] Armstrong
6 was enjoined from continuing to provide this assistance by the Court's May, 1992
7 order. Armstrong's provision of aid to the Aznarans is thus a central factual
8 question raised by the complaint, and prohibited both by the underlying settlement
9 agreement and the injunction.

10 Nonetheless, in deposition, Armstrong refused to answer questions
11 concerning his provision of aid to the Aznarans. The questions which counsel
12 asked of Mr. Armstrong, and which obviously and directly address the issues of
13 whether or not Mr. Armstrong has, is and intends to continue to aid the Aznarans,
14 are set forth in the concurrently filed Separate Statement of Questions Which
15 Armstrong Should Be Compelled to Answer.⁵ These questions included such
16 basic questions as, "Mr. Armstrong, since your last deposition, on July 22, 1992,
17 in this case, have you performed any work at all for Mr. or Mrs. Aznaran
18 concerning their litigation presently pending in the Northern District of Texas?" and
19 "Are you presently, in your capacity as a paralegal in Mr. Greene's office, doing
20 work in the Aznaran case?"

21 Mr. Greene instructed Mr. Armstrong not to answer these questions,
22 claiming that the attorney-client privilege and the work product doctrine protected
23 discovery into these areas. These objections, however, are inapplicable to the
24 questions asked.

25 Pursuant to Evidence Code §954, a client has a privilege to refuse to

26
27 ⁵ These questions are set forth in the concurrently filed Separate Statement of
28 Questions and Requests for Inspections of Documents to Be Compelled ("Separate
Statement"), Question Nos. 1-16.

1 disclose, and to prevent another from disclosing, a confidential communication
2 between client and lawyer. A confidential communication between client and
3 lawyer "means information transmitted between a client and his lawyer in the
4 course of that relationship and in confidence by a means which . . . discloses the
5 information to no third persons other than those who are present to further the
6 interests of the client. . . ." Evid. C. §952. Thus, the fundamental requirement for
7 the attorney-client privilege to apply is that the question seek to discover the
8 content of an attorney-client communication. The privilege may not be used to
9 and does not conceal everything which refers to or is said and done in connection
10 with legal representation. E.g., Coy v. Superior Court (1962) 58 Cal.2d 210, 219-
11 220, 23 Cal.Rptr. 393, 397-398 (date on which conversations between client and
12 attorney occurred is not "a matter within the purview of attorney-client privilege,
13 although it 'refers' to that relationship" and interrogatory questions concerning
14 date of communication with attorney should be answered).

15 So, here, no attorney-client privilege can attach, on behalf of the Aznarans,
16 to questions such as the last date on which Armstrong did any work for Mr.
17 Greene's office on the Aznaran case [G.A.Depo. Vol. III, pp. 391:10-392:16];
18 whether Armstrong assembled documents for the purpose of faxing them to the
19 Aznarans [G.A.Depo. Vol IV, pp. 449:5-11]; whether Armstrong has been
20 instructed by his employer not to work on the Aznarans' file [Id. 450:2-19]; or
21 whether Armstrong performed actions in Mr. Greene's office which assisted the
22 Aznarans in their litigation [G.A.Depo. Vol. III, pp. 335:25-336:18; 337:7-23;
23 391:10-392:16].

24 Nor can the limited work product privilege apply to these questions.
25 Pursuant to C.C.P. §2018, the "work product of an attorney is not discoverable
26 unless the court determines that denial of discovery will unfairly prejudice the party
27 seeking discovery in preparing that party's claim or defense or will result in an
28 injustice." Only writings which reflect "an attorney's impressions, conclusions,

1 opinions or legal research or theories" are completely protected from discovery.

2 In this case, the questions asked of Armstrong in deposition do not probe
3 into Mr. Greene's work product at all; they certainly have nothing to do with his
4 writings. The questions seek to establish whether or not Armstrong has breached
5 the agreement and the injunction by aiding the Aznarans. They do not probe the
6 content of any writings, nor have they asked for production of work generated by
7 either Armstrong or Greene on the case. Indeed, the only questions asked which
8 specifically pertain to matters at issue in the Aznaran case were questions which
9 sought to ascertain the degree of Armstrong's participation in the preparation of
10 materials that were filed in that case, and are thus part of the public record.

11 Under these circumstances, Armstrong should be ordered to return to
12 deposition, and to answer fully and completely Questions 1 - 16 set forth in the
13 accompanying Separate Statement, along with any relevant follow-up questions
14 which those answers may generate.

15 **B. Armstrong Must Be Required To Answer Questions Concerning**
16 **Armstrong's Continuing Provision Of Assistance To Other Litigants**

17 The Aznarans are not the only litigants against the plaintiff that Armstrong
18 has aided, despite the agreement and court order which prohibit him from doing
19 so. Armstrong has also admitted to providing aid to numerous litigants and
20 claimants against CSI or other persons and entities protected by the agreement and
21 the order, including Bent Corydon, Tillie Good, Ed Roberts, Richard Behar and
22 Denise Cantin. However, all efforts to ascertain the timing and extent of the aid
23 provided to these people by Armstrong were met with claims of attorney-client and
24 work product privilege.⁶ As with the questions concerning the Aznarans, these
25 questions do not seek the content of the communications between client and
26 lawyer, but the dates and facts concerning Armstrong's breach of contract.

27 ⁶ The relevant questions are Question Nos. 17-29 in the
28 Separate Statement.

1 Armstrong should be ordered to return to deposition, and respond to these
2 questions in full.

3
4 **C. Armstrong Must Be Required To Answer Questions Concerning the**
5 **Amount Armstrong Received in Settlement**

6 Armstrong claims, as an affirmative defense, that the consideration which he
7 received pursuant to the settlement agreement was inadequate. [Amended
8 Answer, Aff. Def. No. 19] The agreement itself provided that a lump sum amount
9 would be given to Armstrong's attorney, for the settlement of multiple cases, and
10 that Armstrong's attorney would be responsible for ensuring that Armstrong was
11 paid an adequate amount. [Ex. A,

12 ¶ 3] CSI was not made privy to this transaction between Armstrong and his
13 attorney. Accordingly, to counter this defense, CSI must discover from Armstrong
14 the amount that he was actually paid.

15 Armstrong has told the media how much he was paid in settlement [Ex. CC];
16 he adopted fully the briefing and exhibits filed by Joseph Yanny in this action
17 which included documentation and argument asserting that Mr. Armstrong
18 received \$800,000 in settlement. Nonetheless in deposition Armstrong refused to
19 testify as to how much he received, claiming he wanted to "honor" an
20 "agreement" not to disclose the amount. Plaintiff requests that Armstrong be
21 compelled to admit the amount in a verified writing or return to deposition and
22 answer the question under oath.

23 Similarly, Armstrong refused to testify as to what he had done with the
24 proceeds. The agreement includes a trust placed on that amount to guarantee the
25 payment of liquidated damages in the event of breach. Plaintiff is entitled to full
26 disclosure of Mr. Armstrong's wastrel activities and conveyances in order to secure
27 the judgment to which they are entitled. Therefore, plaintiff requests that
28 Armstrong be required to return to deposition and fully respond to all of the

1 remaining unanswered questions concerning his disposition of the settlement
2 proceeds.⁷

3 **D. Armstrong Must Be Required To Answer Questions Concerning His**
4 **Discussions With Michael Walton About the Settlement**

5 Armstrong has claimed as a defense to this action that his own attorneys
6 told him that the agreement was unenforceable before he signed it. [Amended
7 Answer, ¶ 86] Armstrong has testified that he discussed the settlement
8 agreement with one of those attorneys, Michael Walton, before he signed the
9 agreement. Although Armstrong has previously and specifically waived any
10 attorney-client privilege concerning his discussions with attorneys about the
11 settlement agreement [Ex. DD, Armstrong Declaration, ¶ 3], he refused to answer
12 any questions about this conversation based on the attorney-client privilege.
13 [Separate Statement, Question 36] This is patent abuse of the discovery process.
14 Once waived, the privilege cannot be resurrected at a party's whim. Armstrong
15 should be compelled to return to deposition immediately and respond to a full
16 inquiry as to his conversation(s) with Mr. Walton concerning the settlement
17 agreement.

18 **E. Armstrong Should Be Required To Produce Documents**

19 Both Armstrong and the Gerald Armstrong Corporation have admitted to the
20 possession of many documents, non-privileged, which are responsive to the
21 document requests which accompanied the notices of deposition, but have refused
22 to produce them for inspection and copying. The documents requested include
23 things such as correspondence between Armstrong and others which concern or
24 refer to CSI and the other protected entities and individuals [Request to Armstrong
25 Nos. 13, 14, 16, 17, 18, 19, 26, 27; Request to Armstrong Corporation Nos. 4, 5,
26 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 21, 22, 24, 25, 27, 28, 29, 30]; books or
27 manuscripts written by Armstrong which relate or refer to his experiences with

28 ⁷ These questions are Question Nos. 30 - 35.

1 Scientology [Request to Armstrong No. 29; Request to Armstrong Corp. No. 32];
2 and documentation concerning the payment to Armstrong of money or wages for
3 his work as a paralegal in cases in which CSI and related entities are opposing
4 parties [Request to Armstrong No. 30; Request to Armstrong Corporation Nos.
5 33]. All of these requests are plainly and directly related to discovery of the extent
6 of Armstrong's breaches of the agreement. The requested documents represent
7 evidence of Armstrong's breach of his agreements not to discuss his experiences,
8 not to publish articles, books or materials concerning his experiences or aid others
9 in doing so, and not to voluntarily provide assistance to persons litigating or
10 seeking to litigate against the protected entities and individuals.

11 Defendants' response to these valid requests has been to make a mockery
12 of the discovery process. As described in Part II, supra, Armstrong first sought to
13 charge CSI thousands of dollars before he would even begin to look for any
14 documents. Next, he refused to produce any documents at all for inspection,
15 claiming that he had over 3,000 pages that he was willing to produce, but only if
16 CSI paid him \$1,500 in advance for copying.⁸ He has refused all reasonable
17 offers of compromise. In addition, both defendants have raised a panoply of
18 objections in response to nearly every document request, claiming that additional
19 documents exist, but are privileged. Contrary to the requirements of C.C.P.
20 §2031(f)(3), defendants have not produced a privilege log identifying these
21 documents, so CSI is not able to ascertain whether there is any merit to any of the
22 claims of privilege. Indeed, most of the claims appear to be boilerplate of the most
23 nonsensical sort. For example, Request No. 19 asks for all correspondence which
24 Armstrong sent to the attorneys for defendants in the case of Hunziker v. Applied

25
26 ⁸ Armstrong seeks to charge CSI for the copying of documents at more than
27 three times the customary rate of \$0.15 per page. In addition, he has refused to
28 allow CSI to examine the documents prior to copying so that CSI can designate
those documents it actually wishes to have copied.

1 Materials, a case in which Armstrong voluntarily appeared for deposition as an
2 "expert witness" for plaintiff Hunziker on the subject of his experiences as a
3 member of the Scientology religion. [Amended Complaint, ¶¶ 47 - 53] Armstrong
4 claims that this request violates the attorney work product privilege, the "joint
5 defense" privilege, the "first amendment free speech" privilege, the "First
6 Amendment religious liberty" privilege, and the "privacy" privilege. It is difficult to
7 imagine how any correspondence which Armstrong, a witness hired by a plaintiff,
8 sent to the attorneys for a defendant, could possibly qualify for any of these
9 privileges. It is also hard to imagine how such correspondence could be
10 "obtainable [by CSI] from some other source," since CSI was not a party to that
11 litigation, or how it could be "unduly burdensome and expensive" for Armstrong to
12 produce whatever correspondence in the matter he has. Yet these are precisely
13 the objections raised to this, and 15 other requests, all similarly specific to possible
14 instances of breach by Armstrong, all relevant, and none obviously privileged. The
15 demands and the objections are set forth specifically in the accompanying Separate
16 Statement.

17 Accordingly, CSI requests that defendants be ordered to produce, forthwith,
18 for inspection and copying, all documents responsive to the demands set forth in
19 the Separate Statement to which they do not claim a privilege, including but not
20 limited to the 3,000 pages which Armstrong has already admitted exist, together
21 with a log, pursuant to C.C.P. §2031(3)(f), "identify[ing] with particularity any
22 document . . . falling within any category of item in the demand to which an
23 objection is being made," and "set[ting] forth clearly the extent of, and the specific
24 ground for, the objection."⁹

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26
27 ⁹ CSI will, of course, require an opportunity following the provision of such a
28 log to move to compel further the production of any documents which are logged
but for which a privilege is disputed.

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IV. CONCLUSION

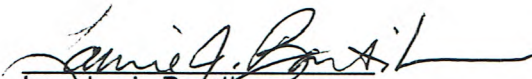
Armstrong and his counsel have improperly obstructed the discovery process in this litigation. No bona fide reasons have been advanced for Armstrong's and his counsel's flagrant disregard for the judicial process. While under oath, Armstrong and his counsel have purposely thwarted the taking of his deposition and have advanced frivolous objections to legitimate, highly relevant questions, honest answers to which would plainly damn Armstrong. In utter disregard of the Code of Civil Procedure, Armstrong and his counsel have further blocked every effort by plaintiff to obtain inspection of relevant documents which will obviously prejudice Armstrong's case. Plaintiff accordingly requests the Court to compel Armstrong to return to deposition, answer each and every question set forth in the accompanying Separate Statement, together with any necessary follow-up questions, and to produce, forthwith, for inspection and copying, all documents responsive to the demands set forth in the Separate Statement to which they do not claim a privilege, including but not limited to the 3,000 pages which Armstrong has already admitted exist, together with a log, pursuant to C.C.P. §2031(3)(f) of all documents to which Armstrong claims a privilege, with leave for plaintiff to file further motions to compel or for sanctions as necessary to obtain discovery.

Dated: January 6, 1993

Respectfully submitted,

BOWLES & MOXON

By:


Laurie J. Bartison

Attorneys for Plaintiff CHURCH OF
SCIENTOLOGY INTERNATIONAL

DECLARATION OF LAURIE J. BARTILSON

I, LAURIE J. BARTILSON, hereby declare:

1. I am an attorney licensed to practice law in the courts of the State of California and am one of the counsel of record in the instant action. I have personal knowledge of the facts set forth below and if called upon to do so, I could and would competently testify thereto.

2. On June 24, October 7 and October 8, 1992, a paralegal from my firm and I flew to San Francisco, California, to attend the deposition of defendant Gerald Armstrong. The deposition was held at the offices of my co-counsel Andrew Wilson, of Wilson, Ryan & Campilongo. Mr. Armstrong was represented in his four days of deposition by his attorney of record, Ford Greene.

3. Throughout the course of the deposition, Mr. Greene obstructed the proceedings, made numerous frivolous objections, and occasionally refused to articulate his grounds for instructing Mr. Armstrong not to answer deposition questions. Mr. Wilson and I attempted to amicably settle these disputes and complete the deposition, but Mr. Greene was uncooperative and refused to attempt any compromise.

4. On December 23, 1992, I wrote to Mr. Greene, outlining the areas of questions in Mr. Armstrong's deposition on which I felt Mr. Armstrong had improperly refused to testify. In this letter I attempted by meet and confer to come to a resolution with Mr. Greene of the discovery disputes that arose in Mr. Armstrong's deposition. This letter was transmitted to Mr. Greene's office by U.S. mail and facsimile transmission. To date I have never received a reply to this letter

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1 from Mr. Greene.

2 I declare under penalty of perjury under the laws of the State of California
3 that the foregoing is true and correct.

4 Executed on January 6, 1993, at Los Angeles, California.

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7 Laurie J. Bartilson
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MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

E4.1.

19.

A.



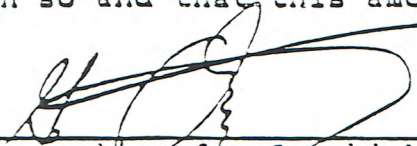
"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

A handwritten signature, possibly reading "J. Flynn", is written over a horizontal line at the bottom right of the page.

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.



Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

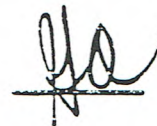
H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.



L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated he in shall be deemed to in way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

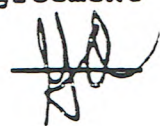
11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and



all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

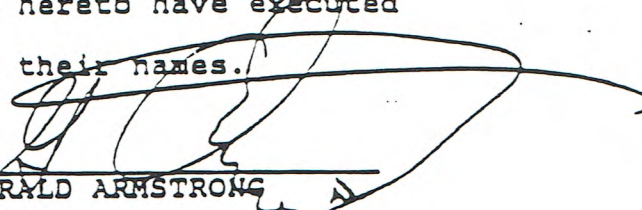
20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1985


GERALD ARMSTRONG

John A. Richardson
Witness

Michael Little
Witness

Dated: 12/6/86

APPROVED AS TO FORM AND
CONTENT:

M. J. Flynn
MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

John C. Galt
for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992

Honorable Ronald M. Sohigian, Judge

1

M. Cervantes, Deputy Clerk

None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For
Defendant

No Appearances

NATURE OF PROCEEDINGS: RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

In this matter heretofore taken under submission on May 27, 1992, the court now makes the following ruling.

1 Plaintiff's legal remedies are inadequate insofar as the scope of relief ordered below is concerned, but not otherwise. CCP 526(4) and (5).

2 The threatened acts which are restrained by the order referred to below, but only those threatened acts, would do irreparable harm to plaintiff which could not be compensated by monetary damages. CCP 526(2).

3 On the basis of the instant record, there is a reasonable probability that plaintiff will prevail after trial of this case in the respects restrained by this order. CCP 526(1); cf., San Francisco Newspaper Printing Co., Inc. vs. Superior Court (Miller) (1985) 170 Cal. App. 3d 438.

4 Plaintiff is likely to suffer greater injury from denial of the preliminary injunction the terms of which are set out below than the injury which defendant is likely to suffer if it is granted. See Robbins vs. Superior Court (County of Sacramento) (1985) 38 Cal. 3d 199, 206.

5 The granting of a preliminary injunction in the terms set out below will preserve the status quo pending trial.

SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992

Honorable Ronald M. Sohigian, Judge
1aM. Cervantes, Deputy Clerk
None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For
Defendant

No Appearances

NATURE OF PROCEEDINGS: RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

6 Application for preliminary injunction is granted in part, in the following respects only.

Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of court from doing directly or indirectly any of the following:

Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986 regarding such claim or regarding pressing, arbitrating, or litigating it.

Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986.

The court does not intend by the foregoing to prohibit defendant Armstrong from: (a) being reasonably available for the service of subpoenas on him; (b) accepting service of subpoenas on him without physical resistance, obstructive tactics, or flight; (c) testifying fully and fairly in response to properly put questions either in deposition, at trial, or in other legal or arbitration proceedings; (d) properly reporting or disclosing to authorities criminal conduct of the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986; or (e) engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order.

SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992

Honorable Ronald M. Sohigian, Judge
1bM. Cervantes, Deputy Clerk
None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For
Defendant

No Appearances

NATURE OF PROCEEDINGS: RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

The application for preliminary injunction is otherwise denied.

7 The restraints referred to in sec. 6, above, will become effective upon plaintiff's posting an undertaking in the sum of \$70,000 pursuant to CCP 529(a) by 12:00 noon on June 5, 1992.

8 The restraints referred to in sec. 6, above, properly balance and accommodate the policies inherent in: (a) the protectable interests of the parties to this suit; (b) the protectable interests of the public at large; (c) the goal of attaining full and impartial justice through legitimate and properly informed civil and criminal judicial proceedings and arbitrations; (d) the gravity of interest involved in what the record demonstrates defendant might communicate in derogation of the contractual language; and (e) the reasonable interpretation of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986. The fair interpretation of all the cases cited by the parties indicates that this is the correct decisional process. The law appropriately favors settlement agreements. Obviously, one limitation on freedom of contract is "public policy"; in determining what the scope of the public policy limitation on the parties' rights to enforcement of their agreement in the specific factual context of this case, the court has weighed the factors referred to in the first sentence of this section. Litigants have a substantial range of contractual freedom, even to the extent of agreeing not to assert or exercise rights which they might otherwise have. The instant record shows that plaintiff was substantially compensated as an aspect of the agreement, and does not persuasively support defendant's claim of duress or that the issues involved in this preliminary injunction proceeding were precluded by any prior decision.

SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: May 28, 1992

Honorable Ronald M. Sohigian, Judge

1c

M. Cervantes, Deputy Clerk

None (E.R.M.)

BC 052395

(Parties and Counsel checked if present)

Church of Scientology, International

Counsel For
Plaintiff

vs.

Gerald Armstrong, et al.

Counsel For
Defendant

No Appearances

NATURE OF PROCEEDINGS: RULING ON MATTER TAKEN UNDER SUBMISSION ON MAY 27, 1992

9 The court does not dispositively decide the underlying merits of the case except for this preliminary determination. CCP 526(1); Baypoint Mortgage Corp. vs. Crest Premium Real Estate etc. Trust (1985) 168 Cal. App. 3d 818, 823.

10 Plaintiff is ordered give written notice by mail by June 5, 1992, including in that written notice a statement regarding whether plaintiff has or has not posted the undertaking referred to in sec. 7, above, and attaching to that written notice evidence showing that the undertaking has been posted if that is the fact.

DATED: May 28, 1992.

RONALD M. SOHIGIAN

RONALD M. SOHIGIAN
Judge of the Superior Court

A copy of this minute order is sent to counsel via United States mail this date.

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

ORIGINAL FILED

DEC 31 1992
LOS ANGELES
SUPERIOR COURT

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY OF
18 INTERNATIONAL, a California
19 not-for-profit religious
20 corporation;

21 Plaintiff,

22 vs.

23 GERALD ARMSTRONG and DOES 1
24 through 25, inclusive,

25 Defendants.

) Case No. BC 052395

) ORDER TO SHOW CAUSE RE CONTEMPT

2-16-93
8:30 a.m.
Dept. 86

26 TO: GERALD ARMSTRONG:

27 Good cause appearing,

28 YOU ARE ORDERED to appear in Department No. 86 of this

29 Court, located at 111 North Hill Street, Los Angeles, California

30 90012, on ~~January 16~~ ^{February 16}, 1993 at 8:30 a.m., to show cause why ^{you} ~~the~~

31 ~~should not be adjudged to be~~
32 ~~order holding you in contempt of Court requested by plaintiff~~
33 ~~for alleged violations of the Court's order of May 28, 1992.~~
34 ~~should not be made by this Court.~~

35 ~~If you are held to be in contempt of Court,~~
36 ~~plaintiff's motion is granted, you will be ordered to~~

37 ~~held in criminal contempt of this Court, subject to a fine not~~
38 ~~to exceed \$1,000.00 and jail time not to exceed five days as~~ ^(for each contempt)

1 this Court sees fit, ~~and further will be ordered to pay~~
2 ~~Plaintiff's costs, including attorneys' fees, in the bringing of~~
3 ~~the Application for Order to Show Cause Why Gerald Armstrong~~
4 ~~Should Not Be Held in Contempt.~~

5
6 Date: SEP 6 1 1992

RONALD M. SOHIGIAN
Judge Ronald Sohigian

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27 H:\ARMSTRONG\ORDER.OSC
28

1 Andrew H. Wilson
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2 235 Montgomery Street
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3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOKON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

RECEIVED

MAR 6 1992

HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation,)

14)
15 Plaintiff,)

16 vs.)

17 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)

18)
19 Defendants.)

Case No. 152229

PLAINTIFF'S NOTICE
OF TAKING DEPOSITION AND
REQUEST FOR PRODUCTION
OF DOCUMENTS

20 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that Plaintiff CHURCH OF SCIENTOLOGY
22 INTERNATIONAL will take the deposition of Defendant GERALD ARMSTRONG
23 whose address is known to Plaintiff and its counsel, on ~~Monday~~ ^{WED.}
24 March 18, 1992 at 9:00 a.m. at the offices of Wilson, Ryan &
25 Campilongo, 235 Montgomery, Suite 450, San Francisco, California
26 94104. This deposition will be taken before a certified shorthand
27 reporter and Notary Public, or other such person authorized to
28 administer oaths who may be present at such time and place. The

1 depositions will continue from day to day, excluding weekends and
2 legal holidays, until completed. Pursuant to Section 2025(1) of the
3 Code of Civil Procedure, Plaintiff hereby gives notice of its intent
4 to videotape said deposition.

5 PLEASE TAKE FURTHER NOTICE that pursuant to Section 2031 of the
6 Code of Civil Procedure, Plaintiff hereby demands that the deponent
7 produce the documents described on Exhibit A attached hereto.

8 Dated: March 5, 1992.

WILSON, RYAN & CAMPILONGO

9
10 BY: 

11 Andrew H. Wilson
12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL
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1
2 PROOF OF SERVICE

3 I declare that I am employed in the City and County of
4 San Francisco, California.

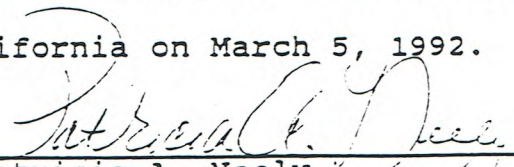
5 I am over the age of eighteen years and not a party to
6 the within entitled action. My business address is 235 Montgomery
7 Street, Suite 450, San Francisco, California.

8 On March 5, 1992, I caused the attached PLAINTIFF'S
9 NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF
10 DOCUMENTS to be served on the following in said cause, by placing
11 the same for hand delivery on this day in the ordinary course of
12 business, a true copy thereof enclosed in a sealed envelope. The
13 envelope was addressed as follows:

14 Ford Greene, Esq.
15 711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

16 I declare under the penalty of perjury of the laws of
17 the State of California that the foregoing is true and correct.

18 Executed at San Francisco, California on March 5, 1992.

19
20 
21 Patricia A. Neely
22
23
24
25
26
27
28

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. 152 229

NOTICE OF DEPOSITION OF
MARTIN SAMUELS

----->TO: PLAINTIFF CHURCH OF SCIENTOLOGY INTERNATIONAL AND TO ITS
ATTORNEYS OF RECORD, AND TO THE CLERK OF THE ABOVE-
ENTITLED COURT:

PLEASE TAKE NOTICE THAT THE DEPOSITION OF Martin Samuels
will be taken at the Law Office of Herbert Hawkins located at 1748
Lincoln Avenue, San Rafael, California, commencing at 10:00 a.m.
on March 18, 1992, and continuing from day to day thereafter.

YOU ARE FURTHER NOTIFIED that Martin Samuels is not a party
to this action and has been served with a deposition subpoena, a
copy of which is attached hereto and served herewith.

1 A list of all parties or attorneys for parties on whom this
2 Notice of Deposition is being served is shown on the accompanying
3 proof of service.

4 DATED: March 6, 1992

HUB LAW OFFICES

By: 

FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: NOTICE OF DEPOSITION OF MARTIN SAMUELS on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

[] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (Personal Service) I caused such envelope to be delivered by hand to ANDREW WILSON.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: March 6, 1992

Kirk D. Seidel

ATTORNEY OR PARTY WITHOUT ATTORNEY: HUB LAW OFFICES-FORD GREENE State Bar # 107601 711 SIR FRANCIS DRAKE BLVD. (415) 258-0360 SAN ANSELMO, CA 94960		TELEPHONE NO: CASE NUMBER: 152 229
ATTORNEY FOR: Defendant GERALD ARMSTRONG NAME OF COURT: Superior Court of California, Marin Co. POST OFFICE AND: Hall of Justice, Civic Center STREET ADDRESS: San Rafael, California 94903		DEPOSITION SUBPENA For Personal Appearance ☒ and Production of Documents and Things
PLAINTIFF/PETITIONER: CHURCH OF SCIENTOLOGY INTERNATIONAL DEFENDANT/RESPONDENT: GERALD ARMSTRONG		

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone No. of deponent, if known):

Martin Samuels

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date: **3-18-92** Time: **10:00 am** Address: **Law Office of Horbost Hawkins
1749 Lincoln Ave. San Rafael**

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6).)
- b. ☒ You are ordered to produce the documents and things described in item 3.
- c. ☐ This deposition will be recorded by ☐ audiotape ☐ videotape and stenographically.
- d. ☐ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2. ☐ The personal attendance of the custodian of records or other qualified witness and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3. ☒ The documents and things to be produced and any testing or sampling being sought are described as follows:

All documents executed in conjunction with settlement of claims against the Scientology Organization, including Settlement Agreement, of December 1986.

☐ Continued on attachment 3.

4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may then ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 88097.1.

Date:

Clerk, by

, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Issued **March 6, 1992**

FORD GREENE
(TYPE OR PRINT NAME)


Attorney for Defendant
(TITLE)

(See reverse for proof of service)

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIE FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 458-5318

March 9, 1992

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Telecopier
415-954-0938

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 152229

Dear Mr. Wilson:

Since I could not reach you by telephone this afternoon, I write.

I believe that you have misstated when you received the deposition notice and subpoena for Martin Samuels; the service thereof was made at approximately 4:45 p.m.

As to your representations of having made "numerous attempts" to contact my office in order to serve subpoenas it is curious that none of said attempts involved you picking up the telephone and calling me.

Notwithstanding the foregoing, and in light of the demands on my schedule the week of March 16th, please be advised that we are not going to proceed with the Samuels deposition. Similarly, in light of the fact that both Gerald Armstrong and me are the subjects of Scientology depositions on March 16 and 17 in Yanny II, neither Mr. Armstrong nor I will be available for deposition on March 18 and 19.

Should you insist upon attempting to take our depositions on that date, I can only construe it as a transparent attempt to interfere with my ability to represent Mr. Armstrong. As you know, I am a sole practitioner. Your opposition to our motion to transfer must be filed on Monday, March 16, 1992; our reply thereto is due March 19. I cannot be deposed, defend a deposition and prepare a reply to the motion to transfer, as well as prepare for the March 20th hearing on both the motion to transfer and your application for a preliminary injunction all at the same time.

Andrew H. Wilson
March 9, 1992
Page 2.

By Telecopier

Please advise me whether you will cooperate in this regard and agree to setting the depositions of Mr. Armstrong and me for sometime during the week of March 23, or after, or whether I will have to apply for a protective order in order not to be harassed.

I look forward to hearing from you.

sincerely,

FORD GREENE

:acg

cc: Gerald Armstrong
Graham E. Berry, Esquire

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARD
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0638

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

March 9, 1992

Via Facsimile #456-5318

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology International v. Armstrong;
Our File No. SCI02-003

Dear Mr. Greene:

I am writing in reply to your letter of March 9, 1992 received in this office at 3:28 p.m.

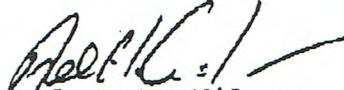
That letter admits your service of the notice for the Martin Samuels' deposition after the service of the notice for Mr. Armstrong's deposition. In fact, I did make an attempt to contact your office by phone on March 5. The phone was answered by your answering machine, and I left no message. I instructed our process server to telephone your office on several occasions the afternoon of March 5 and during the day on March 6 prior to attempting service. I am informed that he did so, that your phone was answered by machine on all those occasions, and that he served the notices by hand at approximately 3:30 p.m.

I find your position extremely curious. On Friday you believed you had the time to prepare for and take the deposition of Mr. Samuels on March 18. When you received my correspondence today you decided that being required to spend that time defending Mr. Armstrong's on that very same day would constitute "harassment." I am growing weary of your continual mewling about harassment and your protestations over supposed infringements of your client's constitutional rights, while you do everything possible to delay resolution of this matter on the merits and to prevent legitimate discovery which would aid that resolution.

Our notice was served first and has priority over yours. You had the time to take Mr. Samuels' deposition; you have the time to defend Mr. Armstrong's. I previously offered to re-schedule Mr. Armstrong's deposition to an earlier time, an offer which I re-affirm here. Failing that, we expect Mr. Armstrong to appear for deposition as noticed.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0300.LTR:pan

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

16 MAR 1992
16:06

March 13, 1992

Via Telecopier #456-5318

Mr. Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology International v. Armstrong
Our file No. SCI02-003

Dear Mr. Greene:

I am writing to confirm and follow up on our telephone conversation earlier this afternoon.

First, we discussed the mechanics of service of the various papers due next Monday, March 16. My understanding is as follows: We will send a messenger to your office with your copies of our opposition to your motion to change venue, and other papers which we may wish to file in support of our Motion for Preliminary Injunction. We will schedule the messenger to arrive at your offices at approximately 4:45 p.m. The messenger will drop off your copies, and will pick up at that time our copy of your opposition to the preliminary injunction motion. In the event that you need to change the pick-up time, you will so inform me, preferably in writing so there can be no misunderstanding.

Second, we discussed the depositions of Gerald Armstrong and yourself, currently scheduled for March 18 and 19. You informed me that you would agree to scheduling those depositions for the week following March 16-20 and, in that connection, that you would voluntarily accept service of a subpoena for your deposition. You also stated that if we did not agree to re-schedule those depositions, you would appear ex parte before Judge Dufficy Wednesday morning at 8:30 a.m. to seek a protective order. I understand that you are a sole practitioner with demands on your

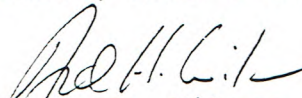
time. However, you did schedule Martin Samuels' deposition for March 18 and believed you had sufficient time to take Mr. Samuels' deposition when you did so. We do believe that Mr. Armstrong's deposition is necessary for issues which the Court will consider on March 20. We are willing to re-schedule your deposition to a mutually convenient date the following week, and we are also willing to limit Mr. Armstrong's deposition to one-half day, commencing at the time and place previously noticed.

I sincerely believe that these concessions should ameliorate your concerns and allow you to devote sufficient time to preparation of a reply memorandum to our opposition to your change of venue motion, and to prepare for the hearing itself.

Unless I hear from you to the contrary, I will assume that the deposition of Mr. Armstrong will go forward at the time and date previously noticed and will continue for approximately one-half day.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0304.LTR:pan

cc: Laurie Bartilson, Esq.

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE C. LEVARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RASKOWSKI

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0908

OF COUNSEL
LISA P. CAMPILONGO
EDWARD L. BLUM

"CERTIFIED MAIL" SPECIAL
CALIFORNIA BOARD OF LEGAL SPECIALISTS

March 17, 1992

RECEIVED

MAR 17 1992

Via Facsimile #456-5318

HUB LAW OFFICES

Received at JAMS

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology International v. Armstrong
Our File No. SCI02-003

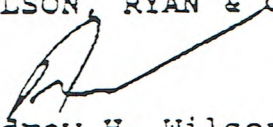
Dear Mr. Greene:

I have not had a reply to my letter of Friday, March 13, 1992, in which I proposed a shortened deposition of Gerald Armstrong to take place as originally noticed on Wednesday, March 18. You had previously informed me that if we did not take the deposition off-calendar or agree to postponing it, you would appear ex parte in front of Judge Dufficy at 8:30 a.m. on March 18.

Since I have not heard from you in response to my March 13 letter, I am unsure what your plans are. Will you please inform me as soon as possible whether you intend to appear with Mr. Armstrong at this office to proceed with the deposition of whether you will appear in front of Judge Dufficy as you had stated.

Very truly yours,

WILSON, RYAN & CAMPILONGO


Andrew H. Wilson

AHW-0308.LTR:pan

cc: Ford Greene, Esq.
Office of Judicial Arbitration
and Mediation Services
Santa Monica, CA
213-392-0240 (FAX)
Laurie Bartilson, Esq.

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street
Suite 450
San Francisco, California 94104
(415) 391-3900

Laurie J. Bartilson
BOWLES & MOKON
6255 Sunset Boulevard
Suite 2000
Hollywood, California 90028
(213) 661-4030

**Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

VS.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

Case No. 152229

**PLAINTIFF'S NOTICE
OF TAKING DEPOSITION AND
REQUEST FOR PRODUCTION
OF DOCUMENTS**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Plaintiff CHURCH OF SCIENTOLOGY INTERNATIONAL will take the deposition of Defendant GERALD ARMSTRONG whose address is known to Plaintiff and its counsel, on Friday, April 3, 1992 at 9:00 a.m. at the offices of Wilson, Ryan & Campilongo, 235 Montgomery, Suite 450, San Francisco, California 94104. This deposition will be taken before a certified shorthand reporter and Notary Public, or other such person authorized to administer oaths who may be present at such time and place. The

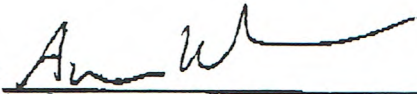
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 depositions will continue from day to day, excluding weekends and
2 legal holidays, until completed. Pursuant to Section 2025(1) of the
3 Code of Civil Procedure, Plaintiff hereby gives notice of its intent
4 to videotape said deposition.

5 PLEASE TAKE FURTHER NOTICE that pursuant to Section 2031 of the
6 Code of Civil Procedure, Plaintiff hereby demands that the deponent
7 produce the documents described on Exhibit A attached hereto.

8 Dated: March 23, 1992.

WILSON, RYAN & CAMPILONGO

9
10 BY: 

11 Andrew H. Wilson
12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL
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DEFINITIONS AND INSTRUCTIONS

"DOCUMENT" shall be understood to apply to any record or communication, including records of any telephonic communication, that would be a "writing" as provided by California Evidence Code Section 250, and shall include, without limitation, originals, duplicates or non-identical copies, drafts, working papers, routing slips, post-its, marginalia, and similar materials as well as machine readable data stored on cards, disks, magnetic tapes, audiotapes, videotapes or other storage media.

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DOCUMENTS TO BE PRODUCED

1. All documents in your possession which in any way refer to the Church of Scientology International, the Religious Technology Center, L. Ron Hubbard, any local Church of Scientology, or any organization affiliated with any of the above;

2. All documents obtained by you from L. Ron Hubbard of any of the organizations defined in paragraph 1. above;

3. All documents delivered to you at any time by Joseph Yanny;

4. All documents delivered at any time by you to Joseph Yanny; and

5. All documents relating to any of the persons or organizations described in paragraph 1. above which you delivered at any time to Ford Greene, Esq., provided, however, that this request shall not be construed to request documents which comprise attorney-client communications or attorney work product.

Exhibit A

PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California.

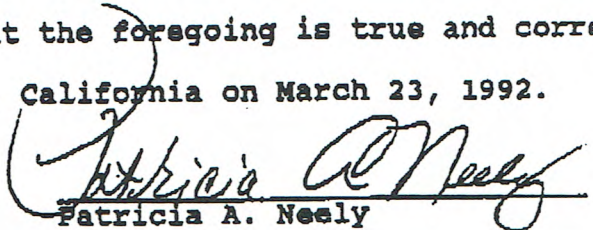
I am over the age of eighteen years and not a party to the within entitled action. My business address is 235 Montgomery Street, Suite 450, San Francisco, California.

On March 23, 1992, I caused the attached PLAINTIFF'S NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS to be served on the following in said cause, by placing the same for hand delivery on this day in the ordinary course of business, a true copy thereof enclosed in a sealed envelope. The envelope was addressed as follows:

Ford Greene, Esq.
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

I declare under the penalty of perjury of the laws of the state of California that the foregoing is true and correct.

Executed at San Francisco, California on March 23, 1992.


Patricia A. Neely

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

April 1, 1992

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Telecopier
415-954-0938

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 152229

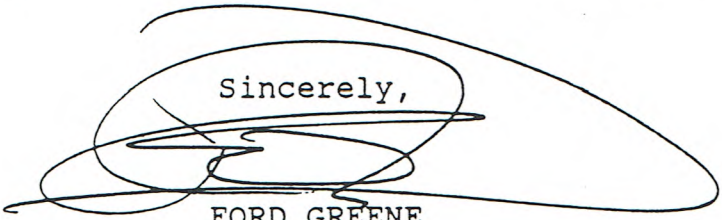
APR. 04 1992
3:20 PM

Dear Mr. Wilson:

Due to the fact that no court presently has jurisdiction over the above case, we will not proceed with any depositions or any other type of activity until after such time as the Clerk of the Los Angeles Superior Court assigns the case a number.

Specifically, there will be no depositions this week.

Sincerely,



FORD GREENE

:acg

cc: Gerald Armstrong
Graham E. Berry, Esq.
Laurie J. Bartilson, Esq.

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurio J. Martilano
8 ROWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 ~~FOR THE DEFENDANT~~

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY OF	)	CASE No. BC 052395
18 INTERNATIONAL, a California not-	)	
19 for-profit religious corporation;	)	AMENDED NOTICE OF TAKING
	)	THE DEPOSITION OF DEFENDANT
	)	GERALD ARMSTRONG
20 Plaintiff,	)	
	)	
21 vs.	)	
	)	
22 GERALD ARMSTRONG and DOES 1	)	
23 through 25, inclusive,	)	
	)	
	)	
24 Defendants.	)	

25 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

26 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
27 International, will take the deposition of defendant Gerald
28 Armstrong, of Marin County, California, on Thursday, May 7, 1992
at the law offices of Wilson, Ryan & Campilongo, 235 Montgomery
Street, Suite 450, San Francisco, California 94104. This
deposition will be taken before a certified shorthand reporter

1 and Notary Public, or other such person authorized to administer
2 oaths who may be present at such time and place. The deposition
3 shall continue from day to day, excluding weekends and holidays,
4 until completed. Pursuant to Section 2025(1) of the Code of
5 Civil Procedure, plaintiff hereby gives notice of its intent to
6 videotape said deposition.

7 PLEASE TAKE FURTHER NOTICE that, pursuant to Section 2031 of
8 the Code of Civil Procedure, plaintiff hereby demands that the
9 deponent produce the documents described in Exhibit A attached
10 hereto.

11 Dated: April 16, 1992

WILSON, RYAN & CAMPILONGO

BOWLES & MOXON

12
13 By: Laurio J. Battilana
14 Laurio J. Battilana

15 Attorneys for Plaintiff
16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL
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EXHIBIT A

A. DEFINITIONS AND EXPLANATIONS:

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, telegrams and cables, telexes, telecopies, panafaxes, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, canceled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, data processing cards, x-rays, laboratory reports and all other medical tests and test results.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255 and 260, whether in draft or otherwise, including but not limited to, copies and non-identical copies (whether different from the originals because of notes or marks made on or attached to said copies or otherwise).

3. The words "and" and "or" as used herein shall both mean "and/or."

1 4. The term "you" as used herein means the deponent.

2 5. If in response to this deposition subpoena you decline
3 or refuse to produce any document based upon a claim of
4 privilege, at the time of production of these records, you are to
5 state in writing with respect to each such document the
6 following:

7 (a) An identification of the document with
8 reasonable specificity and particularity, including its
9 nature (memo, letter, etc.), title and date;

10 (b) The exact nature of the privilege asserted;

11 (c) All of the facts upon which your claim of
12 privilege is based or which supports said claim;

13 (d) With respect to each person who was present at
14 the time the document was prepared:

15 (1) Their name and last known business and
16 residential addresses and telephone numbers; and

17 (2) Their employer and job title or capacity
18 at the time that the document was prepared;

19 (e) With respect to each individual and entity to
20 whom the original or a copy of the document was sent:

21 (1) their name and last known business and
22 residential addresses and telephone numbers; and

23 (2) Their employer and job title or capacity
24 at the time that the original or the copy of the
25 document was sent to them;

26 (3) The date(s) when the document or copy was
27 sent; and

28 (4) By whom the document or copy was sent;

1 (f) With respect to each individual and entity who
2 to the best of your knowledge, information or belief
3 has seen the original or any copy of the document:

4 (1) Their name and last known business and
5 residential addresses and telephone numbers;

6 (2) Their employer and job title or capacity
7 at the time the document or copy was seen by them; and

8 (3) The date(s) when the document or copy was
9 seen by them;

10 (g) With respect to each individual or entity who
11 to the best of your knowledge, information or belief
12 had possession or custody of the original or any copy
13 of the document:

14 (1) The name and last known business and
15 residential addresses and telephone numbers;

16 (2) The inclusive dates during which they had
17 possession or custody of the document or copy; and

18 (3) Their employer and job title or capacity
19 at the time that they had possession of the document or
20 copy; and

21 (h) Identify with reasonable specificity and
22 particularity each document which refers to, discusses,
23 analyzes, or comments upon the document which you claim
24 is privileged, or which contains any and all of its
25 contents.

26 B. DOCUMENTS AND THINGS TO BE PRODUCED:

27 1. All documents in your possession which in any way refer
28 to the Church of Scientology International, the Religious

1 Technology Center, L. Ron Hubbard, any local Church of
2 Scientology, or any organization affiliated with any of the
3 above;

4 2. All documents obtained by you from L. Ron Hubbard of
5 any of the organizations defined in paragraph 1. above;

6 3. All documents delivered to you at any time by Joseph
7 Yanny;

8 4. All documents delivered at any time by you to Joseph
9 Yanny; and

10 5. All documents relating to any of the persons or
11 organizations described in paragraph 1. above which you delivered
12 at any time to Ford Greene, Esq., provided, however, that this
13 request shall not be construed to request documents which comprise
14 attorney-client communications or attorney work product.

15 6. A copy of any book or books written by defendant in any
16 form, whether in handwritten form, typed or printed manuscript
17 form, galley proofs, on computer disk, which concern in any way
18 defendant's experiences with the Church of Scientology, or with
19 the Internal Revenue Service, or which in any way refer to any
20 Church of Scientology or to the Internal Revenue Service.

EXHIBIT A

A. DEFINITIONS AND EXPLANATIONS:

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, teletypes and cables, telexes, telecopies, facsimiles, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, canceled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, data processing cards, x-rays, laboratory reports and all other medical tests and test results.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255 and 260, whether in draft or otherwise, including but not limited to, copies and non identical copies (whether different from the originals because of notes or marks made on or attached to said copies or otherwise).

3. The words "and" and "or" as used herein shall both mean "and/or."

PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California.

I am over the age of eighteen years and not a party to the within entitled action. My business address is 83 McAllister Street, San Francisco, California 94102.

On April 16, 1992, I caused the attached PLAINTIFF'S NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS to be served on the following in said cause, by placing the same for hand delivery on this day in the ordinary course of business, a true copy thereof enclosed in a sealed envelope. The envelope was addressed as follows:

Ford Greene, Esq.
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed at San Francisco, California on April 16, 1992.



HUB LAW OFFICES
 Ford Greene, Esquire
 California State Bar No. 107601
 711 Sir Francis Drake Boulevard
 San Anselmo, California 94960-1949
 Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
 P.O. Box 511
 Pacific Palisades, CA 90272
 (213) 459-4745

Attorney for Defendant
 GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY
 INTERNATIONAL, a California
 not-for-profit religious
 corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
 through 25, inclusive,

Defendants.

No. ~~BC052395~~ BC052395

NOTICE OF OBJECTIONS
 TO DEPOSITION OF GERALD
 ARMSTRONG

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

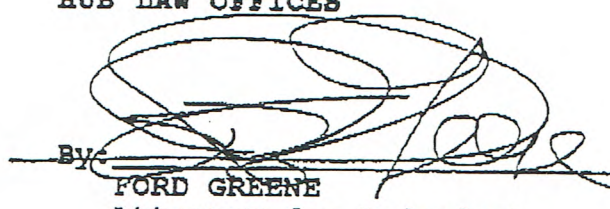
PLEASE TAKE NOTICE that Code of Civil procedure section
 2025(g) defendant Gerald Armstrong hereby registers his objections
 to his deposition noticed for May 7, 1992, on the following
 grounds:

1. The notice of said deposition fails to specify a time
 for the commencement of said deposition;

1 2. The document demands (1-5) are overbroad and require
2 disclosure of attorney-client material and attorney work product
3 material.
4

5 DATED: May 4, 1992

HUB LAW OFFICES

6
7
8 BY: 

FORD GREENE

Attorney for Defendant

GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

NOTICE OF OBJECTIONS TO DEPOSITION OF GERALD ARMSTRONG

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Hand

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street, Suite 1200
Los Angeles, California 90012

By Telecopier
213-750-7900

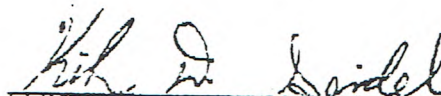
Paul Morantz, Esq.
P.O. Box 511
Pacific Palisades, CA 90272

By Telecopier

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 5, 1992


WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

May 6, 1992

Via Facsimile #456-5318

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong
Our File No. SCI02-003

Dear Mr. Greene:

You do not have the option of failing to produce Mr. Armstrong for deposition tomorrow, May 7, 1992. By failing to serve your objection to the deposition notice in a timely manner as required Code of Civil Procedure §2025(g), that objection has been waived. If you fail to produce Mr. Armstrong for deposition tomorrow, we will file a motion to compel his attendance and seek sanctions. The sanctions which we will seek will not be limited to monetary sanctions.

This is the third time which you have attempted to avoid the taking of Mr. Armstrong's deposition. On the first occasion, you sought, on an ex parte basis, a protective order, on the ground that you did not have the time to defend Mr. Armstrong's deposition. As you will remember, you had attempted to notice the deposition of Martin Samuels for the same date, but your notice of Mr. Samuels' deposition was delivered to this office after our notice of Mr. Armstrong's deposition was delivered to your office. When I notified you that our notice had priority, you then took the position that you did not have time to defend Mr. Armstrong's deposition.

Mr. Armstrong's deposition was then properly noticed for April 3, 1992. This was after Judge Dufficy's order transferring the case to Los Angeles, but before a case number had been assigned in Los Angeles Superior Court. You refused to produce Mr.

Armstrong for that deposition, contending that, because the files were in transit, no court had jurisdiction over Mr. Armstrong. This position is so transparently specious that it needs no further discussion.

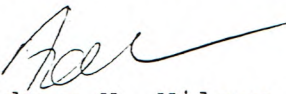
Now you refuse to produce Mr. Armstrong for deposition on a technical ground (that the notice failed to specify the hour when the deposition would start) while you have yourself failed to comply with the technical requirements of CCP §2025(g) which requires that you serve your notice of objection at least three days prior to the date set for the deposition.

We are confident the Court will recognize your machinations for what they are - an attempt to prevent our cross-examination of Mr. Armstrong on the matters relevant to the instant hearing.

I shall expect your reply immediately.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0346.LTR:pan

cc: Paul Morantz, Esq.
Graham Berry, Esq.
Laurie Bartilson, Esq.

1 Andrew H. Wil
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

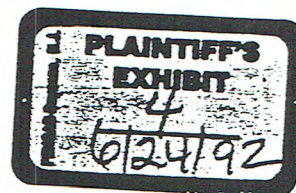
12 CHURCH OF SCIENTOLOGY OF) Case No. BC 052395
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) AMENDED NOTICE OF TAKING
14) THE DEPOSITION OF DEFENDANT
GERALD ARMSTRONG

15 Plaintiff,

16 vs.
17

18 GERALD ARMSTRONG and DOES 1
19 through 25, inclusive,

20 Defendants.
21



22 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

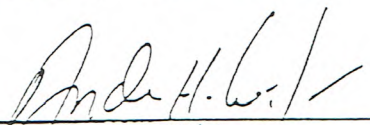
23 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
24 International, will take the deposition of defendant Gerald
25 Armstrong, of Marin County, California, on Monday, June 15, 1992,
26 at 10:00 a.m., at the law offices of Wilson, Ryan & Campilongo,
27 235 Montgomery Street, Suite 450, San Francisco, California
28 94104. This deposition will be taken before a certified

1 shorthand reporter and Notary Public, or other such person
2 authorized to administer oaths who may be present at such time
3 and place. The deposition shall continue from day to day,
4 excluding weekends and holidays, until completed. Pursuant to
5 Section 2025(1) of the Code of Civil Procedure, plaintiff hereby
6 gives notice of its intent to videotape said deposition.

7 PLEASE TAKE FURTHER NOTICE that, pursuant to Section 2025(d)
8 and (h) of the Code of Civil Procedure, plaintiff hereby demands
9 that the deponent produce at the deposition the documents
10 described in Exhibit A attached hereto.

11 Dated: June 2, 1992

WILSON, RYAN & CAMPILONGO

12
13 By: 

Andrew H. Wilson

14 Laurie J. Bartilson
15 BOWLES & MOXON

16 Attorneys for Plaintiff
17 CHURCH OF SCIENTOLOGY
18 INTERNATIONAL
19
20
21
22
23
24
25
26
27
28

A. DEFINITIONS AND EXPLANATIONS:

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, telegrams and cables, telexes, telecopies, panafaxes, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, canceled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, data processing cards, x-rays, laboratory reports and all other medical tests and test results.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255 and 260, whether in draft or otherwise, including but not limited to, copies and non-identical copies (whether different from the originals because of notes or marks made on or attached to said copies or otherwise).

3. The words "and" and "or" as used herein shall both mean "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 5. If in response to this deposition subpoena you decline
5 or refuse to produce any document based upon a claim of
6 privilege, at the time of production of these records, you are to
7 state in writing with respect to each such document the
8 following:

9 (a) An identification of the document with
10 reasonable specificity and particularity, including its
11 nature (memo, letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of
14 privilege is based or which supports said claim;

15 (d) With respect to each person who was present at
16 the time the document was prepared:

17 (1) Their name and last known business and
18 residential addresses and telephone numbers; and

19 (2) Their employer and job title or capacity
20 at the time that the document was prepared;

21 (e) With respect to each individual and entity to
22 whom the original or a copy of the document was sent:

23 (1) their name and last known business and
24 residential addresses and telephone numbers; and

25 (2) Their employer and job title or capacity
26 at the time that the original or the copy of the
27 document was sent to them;

28 (3) The date(s) when the document or copy was

1 sent; and

2 (4) By whom the document or copy was sent;

3 (f) With respect to each individual and entity who
4 to the best of your knowledge, information or belief
5 has seen the original or any copy of the document:

6 (1) Their name and last known business and
7 residential addresses and telephone numbers;

8 (2) Their employer and job title or capacity
9 at the time the document or copy was seen by them; and

10 (3) The date(s) when the document or copy was
11 seen by them;

12 (g) With respect to each individual or entity who
13 to the best of your knowledge, information or belief
14 had possession or custody of the original or any copy
15 of the document:

16 (1) The name and last known business and
17 residential addresses and telephone numbers;

18 (2) The inclusive dates during which they had
19 possession or custody of the document or copy; and

20 (3) Their employer and job title or capacity
21 at the time that they had possession of the document or
22 copy; and

23 (h) Identify with reasonable specificity and
24 particularity each document which refers to, discusses,
25 analyzes, or comments upon the document which you claim
26 is privileged, or which contains any and all of its
27 contents.

28 B. DOCUMENTS AND THINGS TO BE PRODUCED:

1 1. All documents in your possession which in any way
2 discuss, mention, concern, relate or refer to the Church of
3 Scientology International, the Religious Technology Center, L.
4 Ron Hubbard, any Church of Scientology, or any of the entities or
5 individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December,
7 1986, a copy of which is attached to the Complaint in this action
8 as Exhibit A;

9 2. All documents obtained by you from plaintiff or from
10 any of the entities or individuals listed or referred to in
11 paragraph 1 "Mutual Release of All Claims and Settlement
12 Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A;

14 3. All documents which relate to or concern Joseph A.
15 Yanny's legal disputes with plaintiff, Religious Technology
16 Center or Church of Scientology of California, including, without
17 limitation, correspondence, memoranda, notes, invoices, billing
18 slips, tape recordings, videotapes or records of any kind;

19 4. All correspondence of any kind received by you from
20 Joseph A. Yanny, or Joseph A. Yanny, P.C., their employees,
21 agents, representatives, attorneys, officers, directors or
22 assigns, after December 6, 1986, which relates to or concerns the
23 plaintiff or any of the entities or individuals listed or
24 referred to in paragraph 1 of the "Mutual Release of All Claims
25 and Settlement Agreement" of December, 1986, a copy of which is
26 attached to the Complaint in this action as Exhibit A;

27 5. All correspondence of any kind which you sent to Joseph
28 A. Yanny, or Joseph A. Yanny, P.C., their employees, agents,

1 representatives (attorneys, officers, directors or assigns, after
2 December 6, 1986, which relates to or concerns the plaintiff or
3 any of the entities or individuals listed or referred to in
4 paragraph 1 of the "Mutual Release of All Claims and Settlement
5 Agreement" of December, 1986, a copy of which is attached to the
6 Complaint in this action as Exhibit A;

7 6. All documents which relate to or concern Vicki or
8 Richard Aznaran's legal disputes with plaintiff or Religious
9 Technology Center, including, without limitation, correspondence,
10 memoranda, notes, invoices, billing slips, tape recordings,
11 videotapes or records of any kind;

12 7. All correspondence of any kind received by you from
13 Vicki or Richard Aznaran, their employees, agents,
14 representatives, attorneys, officers, directors or assigns, after
15 December 6, 1986, which relates to or concerns the plaintiff or
16 any of the entities or individuals listed or referred to in
17 paragraph 1 of the "Mutual Release of All Claims and Settlement
18 Agreement" of December, 1986, a copy of which is attached to the
19 Complaint in this action as Exhibit A;

20 8. All correspondence of any kind which you sent to Vicki
21 or Richard Aznaran, their employees, agents, representatives,
22 officers, attorneys, directors or assigns, after December 6,
23 1986, which relates to or concerns the plaintiff or any of the
24 entities or individuals listed or referred to in paragraph 1 of
25 the "Mutual Release of All Claims and Settlement Agreement" of
26 December, 1986, a copy of which is attached to the Complaint in
27 this action as Exhibit A;

28 9. All documents which relate to or concern Bent Corydon's

1 legal disputes with plaintiff or any of the entities or
2 individuals listed or referred to in paragraph 1 of the "Mutual
3 Release of All Claims and Settlement Agreement" of December,
4 1986, a copy of which is attached to the Complaint in this action
5 as Exhibit A, including, without limitation, correspondence,
6 memoranda, notes, invoices, billing slips, tape recordings,
7 videotapes or records of any kind;

8 10. All correspondence of any kind received by you from
9 Bent Corydon or Mary Corydon, their employees, agents,
10 representatives, attorneys, officers, directors or assigns,
11 after December 6, 1986, which relates to or concerns the
12 plaintiff or any of the entities or individuals listed or
13 referred to in paragraph 1 of the "Mutual Release of All Claims
14 and Settlement Agreement" of December, 1986, a copy of which is
15 attached to the Complaint in this action as Exhibit A;

16 11. All correspondence of any kind which you sent to Bent
17 Corydon or Mary Corydon, their employees, agents,
18 representatives, attorneys, officers, directors or assigns, after
19 December 6, 1986, which relates to or concerns the plaintiff or
20 any of the entities or individuals listed or referred to in
21 paragraph 1 of the "Mutual Release of All Claims and Settlement
22 Agreement" of December, 1986, a copy of which is attached to the
23 Complaint in this action as Exhibit A;

24 12. All documents which relate to or concern Steven
25 Hunziker, Kate Schuchmann or Virginia Sanders' legal disputes
26 with plaintiff or any of the entities or individuals listed or
27 referred to in paragraph 1 of the "Mutual Release of All Claims
28 and Settlement Agreement" of December, 1986, a copy of which is

1 attached to the Complaint in this action Exhibit A, including,
2 without limitation, correspondence, memoranda, notes, invoices,
3 billing slips, tape recordings, videotapes or records of any
4 kind;

5 13. All correspondence of any kind which you received from
6 Steven Hunziker, Kate Schuchmann or Virginia Sanders, their
7 employees, agents, representatives, attorneys, officers,
8 directors or assigns, after December 6, 1986, which relates to or
9 concerns the plaintiff or any of the entities or individuals
10 listed or referred to in paragraph 1 of the "Mutual Release of
11 All Claims and Settlement Agreement" of December, 1986, a copy of
12 which is attached to the Complaint in this action as Exhibit A;

13 14. All correspondence of any kind which you sent to Steven
14 Hunziker, Kate Schuchmann or Virginia Sanders, their employees,
15 agents, attorneys, representatives, officers, directors or
16 assigns, after December 6, 1986, which relates to or concerns the
17 plaintiff or any of the entities or individuals listed or
18 referred to in paragraph 1 of the "Mutual Release of All Claims
19 and Settlement Agreement" of December, 1986, a copy of which is
20 attached to the Complaint in this action as Exhibit A;

21 15. All documents which relate to or concern the Cult
22 Awareness Network, Priscilla Coates, Cynthia Kisser or Dennis
23 Erlich, including, without limitation, correspondence, memoranda,
24 notes, invoices, billing slips, tape recordings, videotapes or
25 records of any kind;

26 16. All correspondence of any kind which you received from
27 the Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
28 Dennis Erlich, their employees, agents, attorneys,

1 representatives officers, directors or assigns, after December
2 6, 1986, which relates to or concerns the plaintiff or any of the
3 entities or individuals listed or referred to in paragraph 1 of
4 the "Mutual Release of All Claims and Settlement Agreement" of
5 December, 1986, a copy of which is attached to the Complaint in
6 this action as Exhibit A;

7 17. All correspondence of any kind which you sent to the
8 Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
9 Dennis Erlich, their employees, agents, attorneys,
10 representatives, officers, directors or assigns, after December
11 6, 1986, which relates to or concerns the plaintiff or any of the
12 entities or individuals listed or referred to in paragraph 1 of
13 the "Mutual Release of All Claims and Settlement Agreement" of
14 December, 1986, a copy of which is attached to the Complaint in
15 this action as Exhibit A;

16 18. All correspondence of any kind which you received from
17 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
18 William Darden or Marie Cawley, their employees, agents,
19 representatives, officers, directors or assigns, after December
20 6, 1986, which relates to or concerns the plaintiff or any of the
21 entities or individuals listed or referred to in paragraph 1 of
22 the "Mutual Release of All Claims and Settlement Agreement" of
23 December, 1986, a copy of which is attached to the Complaint in
24 this action as Exhibit A;

25 19. All correspondence of any kind which you sent to
26 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
27 William Darden or Marie Cawley, their employees, agents,
28 representatives, officers, directors or assigns, after December

1 6, 1986, which relates to or concerns the plaintiff or any of the
2 entities or individuals listed or referred to in paragraph 1 of
3 the "Mutual Release of All Claims and Settlement Agreement" of
4 December, 1986, a copy of which is attached to the Complaint in
5 this action as Exhibit A;

6 20. All documents which relate to or concern David Mayo's
7 legal disputes with plaintiff or any of the entities or
8 individuals listed in paragraph 1 of the "Mutual Release of All
9 Claims and Settlement Agreement" of December, 1986, a copy of
10 which is attached to the Complaint in this action as Exhibit A,
11 including, without limitation, correspondence, memoranda, notes,
12 invoices, billing slips, tape recordings, videotapes or records
13 of any kind;

14 21. All correspondence of any kind which you received from
15 David Mayo, Jerold Fagelbaum, Bright & Powell, Gary Bright, the
16 Church of the New Civilization, John Nelson, Harvey Haber, Vivien
17 Zegel or Dede Reisdorf, their employees, agents, attorneys,
18 representatives, officers, directors or assigns, after December
19 6, 1986, which relates to or concerns the plaintiff or any of the
20 entities or individuals listed in paragraph 1 of the "Mutual
21 Release of All Claims and Settlement Agreement" of December,
22 1986, a copy of which is attached to the Complaint in this action
23 as Exhibit A;

24 22. All correspondence of any kind which you sent to David
25 Mayo, Jerold Fagelbaum, Bright & Powell, Gary Bright, the Church
26 of the New Civilization, John Nelson, Harvey Haber, Vivien Zegel
27 or Dede Reisdorf, their employees, agents, representatives,
28 attorneys, officers, directors or assigns, after December 6,

1 1986, which relates to or concerns the plaintiff or any of the
2 entities or individuals listed in paragraph 1 of the "Mutual
3 Release of All Claims and Settlement Agreement" of December,
4 1986, a copy of which is attached to the Complaint in this action
5 as Exhibit A;

6 23. All documents which relate to or concern Larry
7 Wollersheim's legal disputes with plaintiff or any of the
8 entities or individuals listed in paragraph 1 of the "Mutual
9 Release of All Claims and Settlement Agreement" of December,
10 1986, a copy of which is attached to the Complaint in this action
11 as Exhibit A, including, without limitation, correspondence,
12 memoranda, notes, invoices, billing slips, tape recordings,
13 videotapes or records of any kind;

14 24. All correspondence of any kind received from Larry
15 Wollersheim, his employees, agents, attorneys, representatives,
16 officers, directors or assigns, after December 6, 1986, which
17 relates to or concerns the plaintiff or any of the entities or
18 individuals listed in paragraph 1 of the "Mutual Release of All
19 Claims and Settlement Agreement" of December, 1986, a copy of
20 which is attached to the Complaint in this action as Exhibit A;

21 25. All correspondence of any kind which you sent to Larry
22 Wollersheim, his employees, agents, representatives, officers,
23 directors or assigns, after December 6, 1986, which relates to or
24 concerns the plaintiff or any of the entities or individuals
25 listed in paragraph 1 of the "Mutual Release of All Claims and
26 Settlement Agreement" of December, 1986, a copy of which is
27 attached to the Complaint in this action as Exhibit A;

28 26. All correspondence of any kind which you received from

1 John Clifton Elstead, John C. Rogalski, Nancy Miller or James
2 Rummond, their employees, agents, representatives, officers,
3 directors or assigns, after December 6, 1986, which relates to or
4 concerns the plaintiff or any of the entities or individuals
5 listed or referred to in paragraph 1 of the "Mutual Release of
6 All Claims and Settlement Agreement" of December, 1986, a copy of
7 which is attached to the Complaint in this action as Exhibit A;

8 27. All correspondence of any kind which you sent to John
9 Clifton Elstead, John C. Rogalski, Nancy Miller or James Rummond,
10 their employees, agents, representatives, officers, directors or
11 assigns, after December 6, 1986, which relates to or concerns the
12 plaintiff or any of the entities or individuals listed or
13 referred to in paragraph 1 of the "Mutual Release of All Claims
14 and Settlement Agreement" of December, 1986, a copy of which is
15 attached to the Complaint in this action as Exhibit A;

16 28. All documents which mention, concern, relate or refer
17 to plaintiff or any of the entities or individuals listed in
18 paragraph 1 of the "Mutual Release of All Claims and Settlement
19 Agreement" of December, 1986, a copy of which is attached to the
20 Complaint in this action as Exhibit A, which you delivered at any
21 time to Ford Greene or John Elstead, provided, however, that this
22 request shall not be construed to request documents which
23 comprise attorney-client communications or attorney work product;

24 29. Any book, manuscript or other literary work written by
25 you in any form, whether in handwritten form, typed or printed
26 manuscript form, galley proofs, on computer disk, which concern
27 in any way your experiences with plaintiff or any of the entities
28 or individuals listed or referred to in paragraph 1 of the

1 "Mutual Release of All Claims and Settlement Agreement" of
2 December, 1986, a copy of which is attached to the Complaint in
3 this action as Exhibit A, or with the Internal Revenue Service,
4 or which in any way refer to any Church of Scientology, the
5 Scientology religion, any member of any Church of Scientology,
6 any of the entities or individuals listed or referred to in
7 paragraph 1 of the "Mutual Release of All Claims and Settlement
8 Agreement" of December, 1986, a copy of which is attached to the
9 Complaint in this action as Exhibit A, or to the Internal Revenue
10 Service;

11 30. Any document of any kind, including receipts, cancelled
12 checks, invoices, billings or other documents referring to or
13 reflecting in any manner on the payment to you of money, from
14 December, 1986 until the present, by Joseph A. Yanny, Joseph A.
15 Yanny, P.C., Ford Greene, the Hub Law Offices, John Elstead,
16 James Rummond, John C. Rogalski, Toby Plevin, Graham Berry, David
17 Parker, Lewis, D'Amato, Brisbois and Bisgaard, Barry Van Sickle,
18 Richard Wynne, Cummins & White, Bent Corydon, Paul Morantz,
19 Richard Aznaran, Vicki Aznaran, their employees, agents,
20 representatives, officers, directors or assigns, in exchange for
21 your services or to reimburse you for expenses allegedly incurred
22 by you, in aiding them in legal disputes, other than your own,
23 with plaintiff or any of the entities or individuals listed or
24 referred to in paragraph 1 of the "Mutual Release of All Claims
25 and Settlement Agreement" of December, 1986, a copy of which is
26 attached to the Complaint in this action as Exhibit A;

27 31. Any document which refers to, concerns or mentions
28 plaintiff or any of the entities or individuals listed or

1 in any way refer to any Church of Scientology, the Scientology,
2 the Scientology religion, any member of any Church of Scientology,
3 any of the entities or individuals listed or referred to in
4 paragraph 1 of the "Mutual Release of All Claims and Settlement
5 Agreement" of December, 1986, a copy of which is attached to the
6 Complaint in this action as Exhibit A, or to the Internal Revenue
7 Service.

WILSON, J & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California.

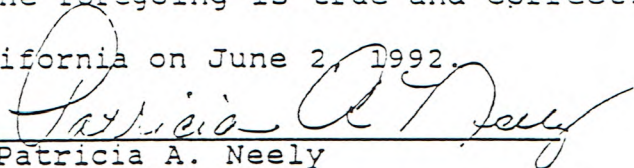
I am over the age of eighteen years and not a party to the within entitled action. My business address is 235 Montgomery Street, Suite 450, San Francisco, California.

On June 2, 1992, I caused the attached AMENDED NOTICE OF TAKING THE DEPOSITION OF DEFENDANT GERALD ARMSTRONG to be hand served via Lightening Messenger Service to the following at the address listed below:

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, California

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Francisco, California on June 2, 1992.


Patricia A. Neely

WILSON, R.
& CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450, San Francisco, CA 94104
ATTORNEY FOR (NAME):

SCI 02.003

sent for service
6-9-92

Insert name of court, judicial district or branch court, if any, and post office and street address.

Los Angeles Superior Court
111 NORTH HILL STREET
Los Angeles, CA 90012 Mailing address: Box 151, Los Angeles, CA 90053

PLAINTIFF:
Church of Scientology International, a California not-for-profit religious corporation

DEFENDANT:
Gerald Armstrong and DOES 1 THROUGH 25, INCLUSIVE,

CIVIL SUBPENA ☐ COURT ☐ DEPOSITION
☒ DUCES TECUM ☐ OTHER (specify):
CASE NUMBER:
BC 052395

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (NAME):
DESIGNATED REPRESENTATIVE OF GERALD ARMSTRONG CORPORATION

1. YOU ARE ORDERED TO APPEAR AS A WITNESS in this action as follows unless you make a special agreement with the person named in item 3:

a. Date: JUNE 24, 1992 Time: 10:00 A.M. ☐ Dept.: ☐ Div.: ☐ Room:
b. Address: 235 MONTGOMERY, SUITE 450, SAN FRANCISCO, CA 94104

2. and you are
- a. ☒ ordered to appear in person.
 - b. ☐ not required to appear in person if you produce the records described in the accompanying affidavit in compliance with Evidence Code sections 1560 and 1561.
 - c. ☐ ordered to appear in person and to produce the records described in the accompanying affidavit. The personal attendance of the custodian or other qualified witness and the production of the original records is required by this subpoena. The procedure authorized pursuant to subdivision (b) of section 1560, and sections 1561 and 1562, of the Evidence Code will not be deemed sufficient compliance with this subpoena.
 - d. ☐ ordered to designate one or more persons to testify on your behalf as to the matters described in the accompanying statement. (Code of Civil Procedure section 2019(a)(6).)

3. IF YOU HAVE ANY QUESTIONS ABOUT WITNESS FEES OR THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE ATTORNEY REQUESTING THIS SUBPENA, NAMED ABOVE, OR THE FOLLOWING PERSON, BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

- a. Name:
 - b. Telephone number:
4. **WITNESS FEES:** You are entitled to receive witness fees and mileage actually traveled, as provided by law, if you request them **BEFORE** your scheduled appearance. Request them from the person named in item 3.
5. If this subpoena requires your attendance at proceedings out of court and you refuse to answer questions or sign as required by law, you must attend a court hearing at a time to be fixed by the person conducting such proceedings.

6. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: Clerk of the Court, by _____, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

For Court Use Only

Dated: 6/17/92
(Signature of person issuing subpoena)
ANDREW H. WILSON
(Type or print name)
ATTORNEYS FOR PLAINTIFF
(Title)

(See reverse for proof of service)

PLAINTIFFS
EXHIBIT
5
6/24/92

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY OF	) Case No. BC 052395
INTERNATIONAL, a California not-	)
13 for-profit religious corporation;	) NOTICE OF TAKING THE
	) DEPOSITION OF THE GERALD
14	) ARMSTRONG CORPORATION
	)
15 Plaintiff,	)
	)
16	)
17 vs.	)
	)
18 GERALD ARMSTRONG and DOES 1	)
through 25, inclusive,	)
19	)
	)
20	)
21 Defendants.	)

22 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

23 PLEASE TAKE NOTICE that, pursuant to subpoena duces tecum,
24 plaintiff, Church of Scientology International, will take the
25 deposition of the designated representative of the Gerald
26 Armstrong Corporation on Wednesday, June 24, 1992, at 10:00
27 a.m., at the law offices of Wilson, Ryan & Campilongo, 235
28 Montgomery Street, Suite 450, San Francisco, California 94104.

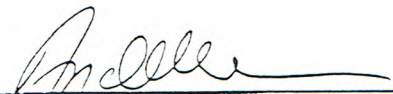
1 This deposition will be taken before a certified shorthand
2 reporter and Notary Public, or other such person authorized to
3 administer oaths who may be present at such time and place. The
4 deposition shall continue from day to day, excluding weekends and
5 holidays, until completed. Pursuant to Section 2025(1) of the
6 Code of Civil Procedure, plaintiff hereby gives notice of its
7 intent to videotape said deposition.

8 PLEASE TAKE FURTHER NOTICE that, pursuant to Section 2025()
9 of the Code of Civil Procedure, plaintiff demands that the
10 deponent produce at the deposition the documents described in
11 Exhibit A to the subpoena attached hereto.

12 Dated: June 4, 1992

WILSON, RYAN & CAMPILONGO

13
14 By:


Andrew H. Wilson

15 Laurie J. Bartilson
16 BOWLES & MOXON

17 Attorneys for Plaintiff
18 CHURCH OF SCIENTOLOGY
INTERNATIONAL
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28

EXHIBIT A

A. DEFINITIONS AND EXPLANATIONS:

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, telegrams and cables, telexes, telecopies, panafaxes, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, canceled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, data processing cards, x-rays, laboratory reports and all other medical tests and test results.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255 and 260, whether in draft or otherwise, including but not limited to, copies and non-identical copies (whether different from the originals because of notes or marks made on or attached to said copies or otherwise).

3. The words "and" and "or" as used herein shall both mean "and/or."

1 4. The term "you" as used herein means the Gerald Armstrong
2 Corporation, its employees, agents, representatives, attorneys,
3 or assigns.

4 5. If in response to this deposition subpoena you decline
5 or refuse to produce any document based upon a claim of
6 privilege, at the time of production of these records, you are to
7 state in writing with respect to each such document the
8 following:

9 (a) An identification of the document with
10 reasonable specificity and particularity, including its
11 nature (memo, letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of
14 privilege is based or which supports said claim;

15 (d) With respect to each person who was present at
16 the time the document was prepared:

17 (1) Their name and last known business and
18 residential addresses and telephone numbers; and

19 (2) Their employer and job title or capacity
20 at the time that the document was prepared;

21 (e) With respect to each individual and entity to
22 whom the original or a copy of the document was sent:

23 (1) their name and last known business and
24 residential addresses and telephone numbers; and

25 (2) Their employer and job title or capacity
26 at the time that the original or the copy of the
27 document was sent to them;

28 (3) The date(s) when the document or copy was

1 sent; and

2 (4) By whom the document or copy was sent;

3 (f) With respect to each individual and entity who
4 to the best of your knowledge, information or belief
5 has seen the original or any copy of the document:

6 (1) Their name and last known business and
7 residential addresses and telephone numbers;

8 (2) Their employer and job title or capacity
9 at the time the document or copy was seen by them; and

10 (3) The date(s) when the document or copy was
11 seen by them;

12 (g) With respect to each individual or entity who
13 to the best of your knowledge, information or belief
14 had possession or custody of the original or any copy
15 of the document:

16 (1) The name and last known business and
17 residential addresses and telephone numbers;

18 (2) The inclusive dates during which they had
19 possession or custody of the document or copy; and

20 (3) Their employer and job title or capacity
21 at the time that they had possession of the document or
22 copy; and

23 (h) Identify with reasonable specificity and
24 particularity each document which refers to, discusses,
25 analyzes, or comments upon the document which you claim
26 is privileged, or which contains any and all of its
27 contents.

28 B. DOCUMENTS AND THINGS TO BE PRODUCED:

1 1. All documents in your possession which in any way
2 discuss, mention, concern, relate or refer to the Church of
3 Scientology International, the Religious Technology Center, L.
4 Ron Hubbard, any Church of Scientology, or any of the entities or
5 individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December,
7 1986, a copy of which is attached to the Complaint in this action
8 as Exhibit A;

9 2. All documents obtained by you from plaintiff or from
10 any of the entities or individuals listed or referred to in
11 paragraph 1 "Mutual Release of All Claims and Settlement
12 Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A;

14 3. All documents which relate to or concern Gerald
15 Armstrong's legal disputes with plaintiff, Religious Technology
16 Center or Church of Scientology of California, including, without
17 limitation, correspondence, memoranda, notes, invoices, billing
18 slips, tape recordings, videotapes or records of any kind;

19 4. All correspondence of any kind received by you from
20 Gerald Armstrong, his employees, agents, representatives,
21 attorneys, officers, directors or assigns, after December 6,
22 1986, which relates to or concerns the plaintiff or any of the
23 entities or individuals listed or referred to in paragraph 1 of
24 the "Mutual Release of All Claims and Settlement Agreement" of
25 December, 1986, a copy of which is attached to the Complaint in
26 this action as Exhibit A;

27 5. All correspondence of any kind which you sent to Gerald
28 Armstrong, his employees, agents, representatives, attorneys,

1 officers, directors or assigns, after December 6, 1986, which
2 relates to or concerns the plaintiff or any of the entities or
3 individuals listed or referred to in paragraph 1 of the "Mutual
4 Release of All Claims and Settlement Agreement" of December,
5 1986, a copy of which is attached to the Complaint in this action
6 as Exhibit A;

7 6. All documents which relate to or concern Joseph A.
8 Yanny's legal disputes with plaintiff, Religious Technology
9 Center or Church of Scientology of California, including, without
10 limitation, correspondence, memoranda, notes, invoices, billing
11 slips, tape recordings, videotapes or records of any kind;

12 7. All correspondence of any kind received by you from
13 Joseph A. Yanny, or Joseph A. Yanny, P.C., their employees,
14 agents, representatives, attorneys, officers, directors or
15 assigns, after December 6, 1986, which relates to or concerns the
16 plaintiff or any of the entities or individuals listed or
17 referred to in paragraph 1 of the "Mutual Release of All Claims
18 and Settlement Agreement" of December, 1986, a copy of which is
19 attached to the Complaint in this action as Exhibit A;

20 8. All correspondence of any kind which you sent to Joseph
21 A. Yanny, or Joseph A. Yanny, P.C., their employees, agents,
22 representatives, attorneys, officers, directors or assigns, after
23 December 6, 1986, which relates to or concerns the plaintiff or
24 any of the entities or individuals listed or referred to in
25 paragraph 1 of the "Mutual Release of All Claims and Settlement
26 Agreement" of December, 1986, a copy of which is attached to the
27 Complaint in this action as Exhibit A;

28 9. All documents which relate to or concern Vicki or

1 Richard Aznaran's legal disputes with plaintiff or Religious
2 Technology Center, including, without limitation, correspondence,
3 memoranda, notes, invoices, billing slips, tape recordings,
4 videotapes or records of any kind;

5 10. All correspondence of any kind received by you from
6 Vicki or Richard Aznaran, their employees, agents,
7 representatives, attorneys, officers, directors or assigns, after
8 December 6, 1986, which relates to or concerns the plaintiff or
9 any of the entities or individuals listed or referred to in
10 paragraph 1 of the "Mutual Release of All Claims and Settlement
11 Agreement" of December, 1986, a copy of which is attached to the
12 Complaint in this action as Exhibit A;

13 11. All correspondence of any kind which you sent to Vicki
14 or Richard Aznaran, their employees, agents, representatives,
15 officers, attorneys, directors or assigns, after December 6,
16 1986, which relates to or concerns the plaintiff or any of the
17 entities or individuals listed or referred to in paragraph 1 of
18 the "Mutual Release of All Claims and Settlement Agreement" of
19 December, 1986, a copy of which is attached to the Complaint in
20 this action as Exhibit A;

21 12. All documents which relate to or concern Bent Corydon's
22 legal disputes with plaintiff or any of the entities or
23 individuals listed or referred to in paragraph 1 of the "Mutual
24 Release of All Claims and Settlement Agreement" of December,
25 1986, a copy of which is attached to the Complaint in this action
26 as Exhibit A, including, without limitation, correspondence,
27 memoranda, notes, invoices, billing slips, tape recordings,
28 videotapes or records of any kind;

1 13. All correspondence of any kind received by you from
2 Bent Corydon or Mary Corydon, their employees, agents,
3 representatives, attorneys, officers, directors or assigns,
4 after December 6, 1986, which relates to or concerns the
5 plaintiff or any of the entities or individuals listed or
6 referred to in paragraph 1 of the "Mutual Release of All Claims
7 and Settlement Agreement" of December, 1986, a copy of which is
8 attached to the Complaint in this action as Exhibit A;

9 14. All correspondence of any kind which you sent to Bent
10 Corydon or Mary Corydon, their employees, agents,
11 representatives, attorneys, officers, directors or assigns, after
12 December 6, 1986, which relates to or concerns the plaintiff or
13 any of the entities or individuals listed or referred to in
14 paragraph 1 of the "Mutual Release of All Claims and Settlement
15 Agreement" of December, 1986, a copy of which is attached to the
16 Complaint in this action as Exhibit A;

17 15. All documents which relate to or concern Steven
18 Hunziker, Kate Schuchmann or Virginia Sanders' legal disputes
19 with plaintiff or any of the entities or individuals listed or
20 referred to in paragraph 1 of the "Mutual Release of All Claims
21 and Settlement Agreement" of December, 1986, a copy of which is
22 attached to the Complaint in this action as Exhibit A, including,
23 without limitation, correspondence, memoranda, notes, invoices,
24 billing slips, tape recordings, videotapes or records of any
25 kind;

26 16. All correspondence of any kind which you received from
27 Steven Hunziker, Kate Schuchmann or Virginia Sanders, their
28 employees, agents, representatives, attorneys, officers,

1 directors or assigns, after December 6, 1986, which relates to or
2 concerns the plaintiff or any of the entities or individuals
3 listed or referred to in paragraph 1 of the "Mutual Release of
4 All Claims and Settlement Agreement" of December, 1986, a copy of
5 which is attached to the Complaint in this action as Exhibit A;

6 17. All correspondence of any kind which you sent to Steven
7 Hunziker, Kate Schuchmann or Virginia Sanders, their employees,
8 agents, attorneys, representatives, officers, directors or
9 assigns, after December 6, 1986, which relates to or concerns the
10 plaintiff or any of the entities or individuals listed or
11 referred to in paragraph 1 of the "Mutual Release of All Claims
12 and Settlement Agreement" of December, 1986, a copy of which is
13 attached to the Complaint in this action as Exhibit A;

14 18. All documents which relate to or concern the Cult
15 Awareness Network, Priscilla Coates, Cynthia Kisser or Dennis
16 Erlich, including, without limitation, correspondence, memoranda,
17 notes, invoices, billing slips, tape recordings, videotapes or
18 records of any kind;

19 19. All correspondence of any kind which you received from
20 the Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
21 Dennis Erlich, their employees, agents, attorneys,
22 representatives, officers, directors or assigns, after December
23 6, 1986, which relates to or concerns the plaintiff or any of the
24 entities or individuals listed or referred to in paragraph 1 of
25 the "Mutual Release of All Claims and Settlement Agreement" of
26 December, 1986, a copy of which is attached to the Complaint in
27 this action as Exhibit A;

28 20. All correspondence of any kind which you sent to the

1 Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
2 Dennis Erlich, their employees, agents, attorneys,
3 representatives, officers, directors or assigns, after December
4 6, 1986, which relates to or concerns the plaintiff or any of the
5 entities or individuals listed or referred to in paragraph 1 of
6 the "Mutual Release of All Claims and Settlement Agreement" of
7 December, 1986, a copy of which is attached to the Complaint in
8 this action as Exhibit A;

9 21. All correspondence of any kind which you received from
10 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
11 William Darden or Marie Cawley, their employees, agents,
12 representatives, officers, directors or assigns, after December
13 6, 1986, which relates to or concerns the plaintiff or any of the
14 entities or individuals listed or referred to in paragraph 1 of
15 the "Mutual Release of All Claims and Settlement Agreement" of
16 December, 1986, a copy of which is attached to the Complaint in
17 this action as Exhibit A;

18 22. All correspondence of any kind which you sent to
19 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
20 William Darden or Marie Cawley, their employees, agents,
21 representatives, officers, directors or assigns, after December
22 6, 1986, which relates to or concerns the plaintiff or any of the
23 entities or individuals listed or referred to in paragraph 1 of
24 the "Mutual Release of All Claims and Settlement Agreement" of
25 December, 1986, a copy of which is attached to the Complaint in
26 this action as Exhibit A;

27 23. All documents which relate to or concern David Mayo's
28 legal disputes with plaintiff or any of the entities or

1 individuals listed in paragraph 1 of the "Mutual Release of All
2 Claims and Settlement Agreement" of December, 1986, a copy of
3 which is attached to the Complaint in this action as Exhibit A,
4 including, without limitation, correspondence, memoranda, notes,
5 invoices, billing slips, tape recordings, videotapes or records
6 of any kind;

7 24. All correspondence of any kind which you received from
8 David Mayo, Jerold Fagelbaum, Bright & Powel, Gary Bright, the
9 Church of the New Civilization, John Nelson, Harvey Haber, Vivien
10 Zegel or Dede Reisdorf, their employees, agents, attorneys,
11 representatives, officers, directors or assigns, after December
12 6, 1986, which relates to or concerns the plaintiff or any of the
13 entities or individuals listed in paragraph 1 of the "Mutual
14 Release of All Claims and Settlement Agreement" of December,
15 1986, a copy of which is attached to the Complaint in this action
16 as Exhibit A;

17 25. All correspondence of any kind which you sent to David
18 Mayo, Jerold Fagelbaum, Bright & Powel, Gary Bright, the Church
19 of the New Civilization, John Nelson, Harvey Haber, Vivien Zegel
20 or Dede Reisdorf, their employees, agents, representatives,
21 attorneys, officers, directors or assigns, after December 6,
22 1986, which relates to or concerns the plaintiff or any of the
23 entities or individuals listed in paragraph 1 of the "Mutual
24 Release of All Claims and Settlement Agreement" of December,
25 1986, a copy of which is attached to the Complaint in this action
26 as Exhibit A;

27 26. All documents which relate to or concern Larry
28 Wollersheim's legal disputes with plaintiff or any of the

1 entities or individuals listed in paragraph 1 of the "Mutual
2 Release of All Claims and Settlement Agreement" of December,
3 1986, a copy of which is attached to the Complaint in this action
4 as Exhibit A, including, without limitation, correspondence,
5 memoranda, notes, invoices, billing slips, tape recordings,
6 videotapes or records of any kind;

7 27. All correspondence of any kind received from Larry
8 Wollersheim, his employees, agents, attorneys, representatives,
9 officers, directors or assigns, after December 6, 1986, which
10 relates to or concerns the plaintiff or any of the entities or
11 individuals listed in paragraph 1 of the "Mutual Release of All
12 Claims and Settlement Agreement" of December, 1986, a copy of
13 which is attached to the Complaint in this action as Exhibit A;

14 28. All correspondence of any kind which you sent to Larry
15 Wollersheim, his employees, agents, representatives, officers,
16 directors or assigns, after December 6, 1986, which relates to or
17 concerns the plaintiff or any of the entities or individuals
18 listed in paragraph 1 of the "Mutual Release of All Claims and
19 Settlement Agreement" of December, 1986, a copy of which is
20 attached to the Complaint in this action as Exhibit A;

21 29. All correspondence of any kind which you received from
22 John Clifton Elstead, John C. Rogalski, Nancy Miller or James
23 Rummond, their employees, agents, representatives, officers,
24 directors or assigns, after December 6, 1986, which relates to or
25 concerns the plaintiff or any of the entities or individuals
26 listed or referred to in paragraph 1 of the "Mutual Release of
27 All Claims and Settlement Agreement" of December, 1986, a copy of
28 which is attached to the Complaint in this action as Exhibit A;

1 30. All correspondence of any kind which you sent to John
2 Clifton Elstead, John C. Rogalski, Nancy Miller or James Rummond,
3 their employees, agents, representatives, officers, directors or
4 assigns, after December 6, 1986, which relates to or concerns the
5 plaintiff or any of the entities or individuals listed or
6 referred to in paragraph 1 of the "Mutual Release of All Claims
7 and Settlement Agreement" of December, 1986, a copy of which is
8 attached to the Complaint in this action as Exhibit A;

9 31. All documents which mention, concern, relate or refer
10 to plaintiff or any of the entities or individuals listed in
11 paragraph 1 of the "Mutual Release of All Claims and Settlement
12 Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A, which you delivered at any
14 time to Ford Greene or John Elstead, provided, however, that this
15 request shall not be construed to request documents which
16 comprise attorney-client communications or attorney work product;

17 32. Any book, manuscript or other literary work written by
18 you in any form, whether in handwritten form, typed or printed
19 manuscript form, galley proofs, on computer disk, which concern
20 in any way your experiences with plaintiff or any of the entities
21 or individuals listed or referred to in paragraph 1 of the
22 "Mutual Release of All Claims and Settlement Agreement" of
23 December, 1986, a copy of which is attached to the Complaint in
24 this action as Exhibit A, or with the Internal Revenue Service,
25 or which in any way refer to any Church of Scientology, the
26 Scientology religion, any member of any Church of Scientology,
27 any of the entities or individuals listed or referred to in
28 paragraph 1 of the "Mutual Release of All Claims and Settlement

1 Agreement" of December, 1986, a copy of which is attached to the
2 Complaint in this action as Exhibit A, or to the Internal Revenue
3 Service;

4 33. Any document of any kind, including receipts, cancelled
5 checks, invoices, billings or other documents referring to or
6 reflecting in any manner on the payment to you of money, from
7 December, 1986 until the present, by Joseph A. Yanny, Joseph A.
8 Yanny, P.C., Ford Greene, the Hub Law Offices, John Elstead,
9 James Rummond, John C. Rogalski, Toby Plevin, Graham Berry, David
10 Parker, Lewis, D'Amato, Brisbois and Bisgaard, Barry Van Sickle,
11 Richard Wynne, Cummins & White, Bent Corydon, Paul Morantz,
12 Richard Aznaran, Vicki Aznaran, their employees, agents,
13 representatives, officers, directors or assigns, in exchange for
14 your services or to reimburse you for expenses allegedly incurred
15 by you, in aiding them in legal disputes, other than your own,
16 with plaintiff or any of the entities or individuals listed or
17 referred to in paragraph 1 of the "Mutual Release of All Claims
18 and Settlement Agreement" of December, 1986, a copy of which is
19 attached to the Complaint in this action as Exhibit A;

20 34. Any document which refers to, concerns or mentions
21 plaintiff or any of the entities or individuals listed or
22 referred to in paragraph 1 of the "Mutual Release of All Claims
23 and Settlement Agreement" of December, 1986, a copy of which is
24 attached to the Complaint in this action as Exhibit A, which you
25 or your attorneys, from December 6, 1986 to the present, provided
26 to any representative of the media, including but not limited to
27 television, newspaper and/or radio representatives;

28 35. The Articles of Incorporation for the Gerald Armstrong

1 Corporation;

2 36. The By-laws of the Gerald Armstrong Corporation;

3 37. The Minutes of any meeting of the Board of Directors or
4 the shareholders of the Gerald Armstrong Corporation;

5 38. A copy of every literary or artistic work which is
6 purportedly owned by the Gerald Armstrong Corporation and which
7 refers or relates in any manner to your experiences with any of
8 the entities or individuals listed or referred to in paragraph 1
9 of the "Mutual Release of All Claims and Settlement Agreement" of
10 December, 1986, a copy of which is attached to the Complaint in
11 this action as Exhibit A, or with the Internal Revenue Service,
12 or which in any way refer to any Church of Scientology, the
13 Scientology religion, any member of any Church of Scientology,
14 any of the entities or individuals listed or referred to in
15 paragraph 1 of the "Mutual Release of All Claims and Settlement
16 Agreement" of December, 1986, a copy of which is attached to the
17 Complaint in this action as Exhibit A, or to the Internal Revenue
18 Service.

FORD GREENE
LAWYERHUB LAW OFFICES
711 SIE FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360LICENSE No. 107601
FACSIMILE (415) 458-5318

June 10, 1992

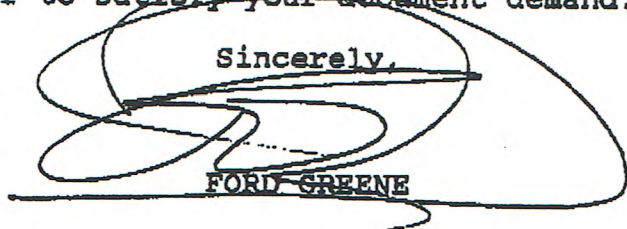
LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028By Telecopier
213-662-6419RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 152229

Dear Ms. Bartilson:

This letter will confirm our telephone conversation this afternoon whereby we agreed that the deposition of Gerald Armstrong would not proceed on June 15, but instead would proceed on June 24, 1992, at 10:00 a.m. at Mr. Wilson's office. We also discussed the possibility, without confirmation, of Mr. Armstrong's document production taking place on June 22. I expressly advised that no such document production would be forthcoming on June 15, 1992.

Finally, you agreed to bear the costs of the copying required in order to satisfy your document demand.

Sincerely,


FORD GREENE

:acg

cc: Paul Morantz, Esq.
Graham E. Berry, Esq.

June 12, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415) 954-0938

Re: OSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

I am the designated representative of The Gerald Armstrong Corporation, and I am in receipt of your subpoena duces tecum ordering my appearance at your office on June 26, 1992 and the production at that time of documents described in Exhibit A to your subpoena.

Please be advised that compliance with the ordered production of documents necessitates a sifting through TGAC's document archive, selection therefrom of documents which fall into the 38 categories you have specified as "documents and things to be produced," and copying those documents.

TGAC's archive contains, as you know, extremely rare and valuable original works. These works must be handled by someone trained in handling such materials and completely trustworthy. I cannot hope to myself do the required sifting, selection and copying due to other more important demands on my time. Therefore TGAC will have to hire someone else who is trained and trustworthy. I will perform the actions required by your paragraph 5 under "definitions and explanations" of Exhibit A to your subpoena.

The charges for the work required by your subpoena duces tecum shall be at the rate of \$25.00 per hour for the document handler, \$0.15 per page for all copies produced, and \$35.00 per hour for my work in connection with compliance with your orders. Obviously TGAC does not enjoy the luxury of sub-minimum wage SO members in dealing with its documents. It is estimated that the document handler will take 64 hours to complete the assignment, and I will take 55 hours. It is impossible to estimate the number of copies at this time.

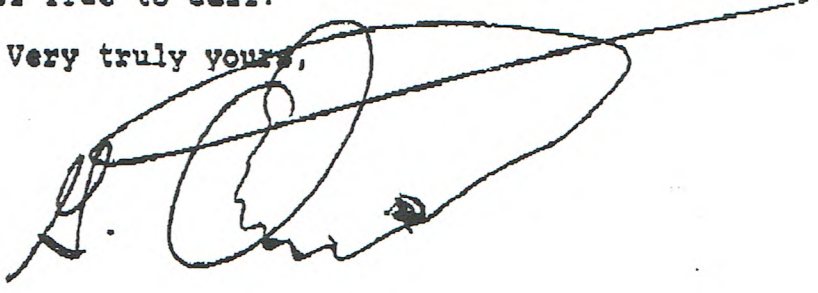
If this fee arrangement is acceptable to your client, and upon receipt of the estimated hourly amount; i.e., \$3525.00, I will have the work you require started. I regret having to ask

for payment up front, but your client has an undeniable reputation for not delivering what is promised, and specifically not paying its legal bills. As I'm sure you're aware, your client is even now refusing to pay, notwithstanding such payment is pursuant to the agreement it sought to enforce, the fees and costs incurred in its unsuccessful motion to enforce in Armstrong I.

If the fee and cost arrangement for document production is not acceptable to your client please advise me and cancel the June 24 deposition.

For purposes relating to this letter or the deposition of TGAC's representative, please communicate to me at Ford Greene's fax no. (415)455-8312, or tel. no. (415)258-0360. If you have any questions, please feel free to call.

Very truly yours,



Gerald Armstrong
President, TGAC

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Barry, Esquire
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8480

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEUARD
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAUKOWSKI
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A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 430
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(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

June 17, 1992

Mr. Gerald Armstrong
Designated Representative
The Gerald Armstrong Corporation
715 Sir Frances Drake Boulevard
San Anselmo, CA 94960

Re: Church of Scientology v. Armstrong;
Our File No. SCI02-003

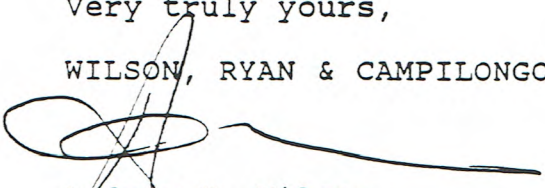
Dear Mr. Armstrong:

I am in receipt of your letter dated June 12, 1992 which, unfortunately, I did not have a chance to review until this morning, June 15.

Until reviewing that letter, I was not aware of the extent of TGAC's archives or that it contained extremely rare and valuable original works. Without getting into an extended dispute over exactly how rare and valuable those original works are, I am aware of no authority for your demand that my client pay the rate of \$25.00 per hour for the document handler and \$35.00 per hour for your work. We will, however, be happy to pay the sum of \$0.15 per page for all copies produced. Kindly give me an estimate of the number of pages of documents which you anticipate producing, and I will forward a check in that amount to you. Please be further advised that we have no intention of canceling the June 24 deposition.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0389.LTR:pan

cc: Ford Greene, Esq.
Paul Morantz, Esq.
Graham Berry, Esq.

June 19, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415)954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

I mentioned in my letter of June 17 requesting your client's approval of Joseph A. Yanny's representation of The Gerald Armstrong Corporation in this litigation, an answer, by the way, to which, as you're probably aware, you have just now sent me, that I've found it impossible to approach the task of sifting TGAC's archive for the documents you request.

The reason for this inability is obvious, I would think, not only to any reasonable person, but also to the organization's bosses, and, after the following explanation, even the bosses' lawyers. You, being both possibly reasonable and a lawyer to the bosses, may be in a position to help me get over my inability. I will not, however, as I've learned to not throughout the last ten years of litigation, hold my breath.

Every time I approach TGAC's archive with the idea of looking for documents for the organization I am transfixed by its perfidy, devastated by its odium. I suppose it's a little nonsensical communicating this to you since you are such a big beneficiary of and participant in the org's perfidy and odium, but you are, after all, the person signing their documents, and you are also the recipient, and of course a willing one, of the bosses' mushroom treatment; that is to say, they keep you in the dark and shovel you fungi food.

In the fall of 1984 organization operatives stole a briefcase containing a pack of original writings and drawings from the trunk of my car. I valued the materials commercially then at \$50,000.00. Their commercial value now is \$500,000.00. But their value to me, as you can imagine, is far more than that.

The organization, through John Peterson, its lawyer who then stood in the shoes you now fill, denied its theft of my materials, attacked me for even thinking org operatives might have committed the crime, and I have had to live sadly with the loss, not being able to prove otherwise. Very recently, however, I was advised by Vicki Aznaran that she knew back in 1984 that the organization had boosted my briefcase. The org's boss of bosses, David Miscavige, boasted to her of the heist and his possession of my writings and other documents. Vicki said he

didn't have much appreciation for my poetry, but that's understandable because the org's bosses don't have much appreciation period and certainly not of anything resembling literature.

So now, every time I consider looking through TGAC's archive for documents the org lusts after I am immobilized by the org's foul play, its dehumanized hubris, and its assault on my soul. I cannot act until it delivers to me my writings, my drawings and my documents. If there is any doubt regarding the psychological impact of the org's theft of my things, its attacks on my person and spirit, its unbridled efforts to drive me insane, its lies, its pettifoggers, its fair game, its hatred and its determination to destroy me, I urge you to have me examined by a psychologist of your choice. I cannot imagine anyone, even from the org's stable of psychowhores, not saying something like, "You guys have really savaged this man. Give him his papers."

There are, if that wasn't enough, the matters of the org's culling of my pc folders after Judge Breckenridge ordered their production, and the org's refusal to produce, in fact denial of the existence of, any documents concerning its operations against me, including the videotape incident you so cavalierly employ in your role of org mercenary. I do not have an organization which carries out illegal and antisocial espionage operations against your client or anyone else. Your client has the organization, the means, the mentality, the philosophy justifying its opportunistic hatred, and the overweening oblivious faith in the wisdom of greed and suppression.

So while the organization demands, from its ill-gotten position of legal sanctimony, the works of a writer and artist, whose only crime is opposing criminality, it refuses to produce, indeed hides, lies about and destroys the evidence of its decade of operations against the writer. The unfairness shocks the mind of civilized people. But that is, it's understood, what you and your client intend. This sort of unfairness is why our courts have a clean hands doctrine.

I am happy to be proven wrong in what I've stated in this letter. I would even be happy, should you deliver to me my documents and all the documents concerning all operations against me, to attempt to go through TGAC's archive for anything which might conceivably be discoverable in this litigation. But I cannot in my right mind now approach that task.

I am not unwilling to forgive; in fact it could be said that forgiveness is my philosophy. But although I am forgiving I am also not stupid, and I believe it would be stupid to subject myself to more organizational abuse. And that is why I cannot approach TGAC's archive to search for documents for you. I cannot get by how stupid it is to be abused by you and your

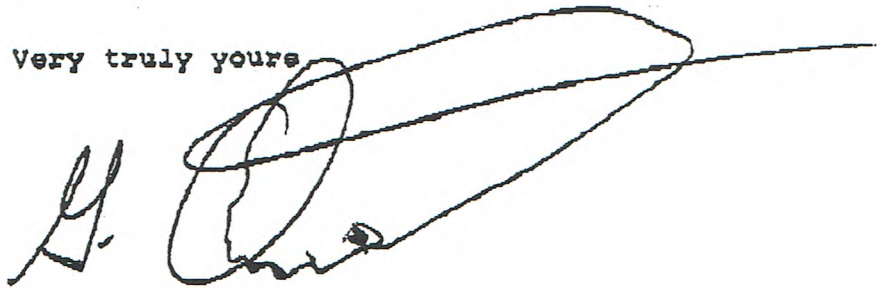
client. No one in your organization can point to any instance of my abuse of him or her; whereas I can show ten years of fiendish abuse of me by the org.

I realize that by writing this letter it will be argued that I have provided the org the reason it needs to fight me to the death. But that is belied by the fact that it has been fighting me to the death for the ten years before I wrote the letter. Therefore the worst that can happen is that nothing changes. At least you will know that I am in the fight to the death. So advise the organization to either send my documents or send its assassine; clean its hands or add a little blood.

The one thing I am unyielding on is being willing to communicate and negotiate with anyone. So if someone from the organization wants to talk to me, please don't be miserly with my phone number.

And if you can do anything to convey a little ray of rationality to your benighted client, without risking your retainer of course, I am sure your courage will not go unrewarded.

Very truly yours

A large, stylized handwritten signature in dark ink, appearing to read 'G. Armstrong', with a long horizontal flourish extending to the right.

Gerald Armstrong
President, TGAC

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
Joseph A. Yanny, Esquire
Richard & Vicki Azneran
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450
For now: (415)258-0350
Fax: (415)456-5313

June 20, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415) 954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

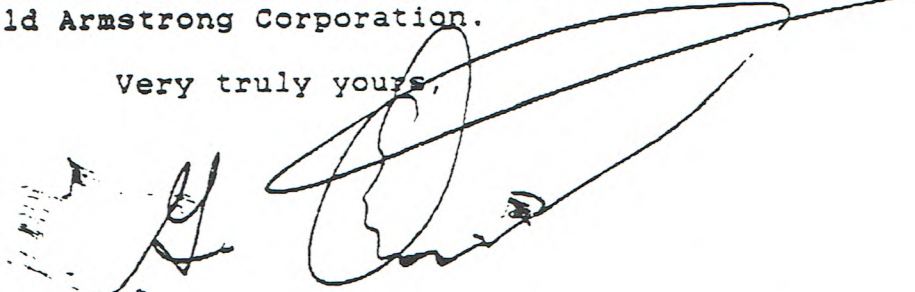
I didn't realize it until I received your letter of June 17 that the copying charge per page should have been fifty and not fifteen cents per page. I like fifteens, as you know by now, and naturally they sound like fifties. And we are all prone to phonetic errors, as everyone nose. But fifty is what the court's charge, and it's what we here in TGAC have to pay.

I am able to put my hands on approximately 3000 pages to be produced at the June 24 deposition and will have them copied upon receipt of your check in the amount of \$1,500.00 (fifteen hundred dollars), which I'm happy to hear you're happy to pay.

TGAC is not, by agreement to produce any documents upon payment of the copying charge, dropping its demand for \$25.00 per hour for its document handler and \$35.00 per hour for my time in connection with TGAC's involvement in this litigation. It is our position that your client has unclean hands which bar its use of the courts for any purpose; that the litigation against Gerald Armstrong is frivolous, brought in bad faith, and will ultimately be found to be a part of a massive criminal conspiracy to obstruct justice and subvert basic human rights; and that your involving of The Gerald Armstrong Corporation in this criminal conspiracy is an abuse of process. Therefore we expect payment for our time at the rates specified, unless money ceases to be currency.

We don't have much time before the June 24 deposition, and today's only Saturday, so if you do send your check by courier we'll rush right down to the bank with it. Make sure it's payable to The Gerald Armstrong Corporation.

Very truly yours,


Gerald Armstrong



President, TGAC

:ga
cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
Joseph A. Yanny, Esquire
TGAC

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715 Sir Francis Drake Blvd
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TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

June 23, 1992

Via Facsimile 456-5318

Mr. Gerald Armstrong
The Gerald Armstrong Corporation
715 Sir Frances Drake Boulevard
San Anselmo, CA 94960

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960

Re: Church of Scientology v. Armstrong;
File No. SCI02-003

Gentlemen:

I write in response to DEFENDANT'S OBJECTIONS TO AMENDED NOTICE OF TAKING DEPOSITION OF GERALD ARMSTRONG ("Objections"); and RESPONSE TO SUBPENA DUCES TECUM ("Response"), both of which were hand delivered to this office today, and to the pixilated correspondence which I have received by facsimile from Mr. Armstrong over the past several days.

The Objections and Response appear to deal only with the documents to be produced. I, therefore, conclude that Mr. Armstrong will appear for his deposition as noted on June 24, but will not be providing documents, either in response to the documents requested by the Notice of the taking of his deposition or by the Subpena Ducus Tecum directed to The Gerald Armstrong Corporation. If my interpretation is in error, please inform me immediately.

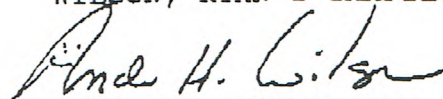
I will not burden the record with a detailed response to the Objections or the Response. However, I will note that the Objections were not timely made or served in accordance with Code of Civil Procedure Section 2025(g) and, as such, are ineffective. To the extent that The Gerald Armstrong Corporation relies upon the provisions of that section and is attempting to excuse non-

compliance with the subpoena by objecting in the form of the Response, that Response is also not timely made or served. Further, I can find no provision in the Code of Civil Procedure which allows Mr. Armstrong to decline to comply with the subpoena, absent making a motion for a protective order.

Finally, we have previously offered to pay the sum of \$0.15 per page for photocopying the records to be produced by The Gerald Armstrong Corporation. Mr. Armstrong's demand for payment of the sum of \$0.50 per page in advance is outrageous and is denied. The fact that courts charge \$0.50 per page to provide copies of their files is irrelevant. As an alternative, we suggest either (1) that Mr. Armstrong bring the documents to his deposition (by my calculation 3,000 pages is easily transported in one Bekins box), and we will copy them in this office under his watchful eyes if necessary, or (2) that Mr. Armstrong designate a commercial copy service in either the San Anselmo-San Rafael or San Francisco area, have the documents copied, and we will pay the copy service directly at the same time as we pick the documents up. I believe that your intent to evade producing documents is all too clearly demonstrated by your conduct of the past several days. I urge you both to stop playing games and produce the requested documents and let us get on with discovery.

Very truly yours,

WILSON, RYAN & CAMPILONGO


Andrew H. Wilson

AHW-0398.LTR:pan

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
Telephone (415)456-8450

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
note-for-profit religious)
corporation;)
Plaintiff,)
vs.)
GERALD ARMSTRONG;)
Defendant.)

No. BC 052395

RESPONSE TO SUBPENA
DUCES TECUM

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

THE GERALD ARMSTRONG CORPORATION, a California Corporation,
hereby responds to plaintiff's subpoena duces tecum, as follows:

1. This responding non-party generally objects to
plaintiff's subpoena duces tecum as it is in violation of
California Civil Code Sec. 3517 which states that no one may take
advantage of his own wrong;

2. As a separate and general objection this responding
non-party objects to plaintiff's subpoena duces tecum because
plaintiff has unclean hands and the doors of the court should be
shut against it in limine;

3. As a separate and general objection this responding
non-party objects to plaintiff's subpoena duces tecum because it

is burdensome and oppressive;

4. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it seeks information protected by the attorney-client privilege;

5. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because the documents demanded are irrelevant to the subject matter and not calculated to lead to the discovery of admissible evidence;

6. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands production of religious materials protected by holy privilege and subject to First Amendment (U.S.C.A. Const. Amend.);

7. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is suppressive of the constitutionally guaranteed right of free speech;

8. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is overboard, ambiguous, amorphous and ridiculous;

9. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands information protected by the psychotherapist-patient privilege;

10. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it

demands information protected by the priest-penitent privilege;

11. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands production of documents protected by the paralegal/attorney work product privilege;

12. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it intrudes into the constitutionally protected right of privacy;

13. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it intrudes into the constitutionally protected right of privacy of third parties;

14. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because categories therein are not specified, pursuant to California Code of Civil Procedure, with reasonable particularity;

15. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands unpublished materials protected by the newsman's privilege;

16. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is in furtherance of a crime;

17. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands protected trade secrets;

18. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands protected religious trade secrets;

19. Regarding demand 1, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above and objects moreover and specifically because there is no Exhibit A attached to the complaint in this action; nor is there a statement or hint in the complaint that there was intended to be attached an Exhibit A thereto;

20. Regarding demand 2, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above and objects moreover and specifically because there again Exhibit A is missing;

21. Regarding demand 3, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above and objects moreover and specifically because it is offensive, burdensome and mean-spirited since plaintiff possesses all such documents. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of

prepayment by plaintiff of copying charges.

22. Regarding demand 4, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

23. Regarding demand 5, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above;

24. Regarding demand 6, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

25. Regarding demand 7, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by

plaintiff of copying charges.

26. Regarding demand 8, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

27. Regarding demand 9, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

28. Regarding demand 10, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

29. Regarding demand 11, section B. of Exhibit A to

plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

30. Regarding demand 12, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

31. Regarding demand 13, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

32. Regarding demand 14, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces

tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

33. Regarding demand 15, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

34. Regarding demand 16, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

35. Regarding demand 17, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents

described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

36. Regarding demand 18, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

37. Regarding demand 19, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

38. Regarding demand 20, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by

plaintiff of copying charges.

39. Regarding demand 21, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

40. Regarding demand 22, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

41. Regarding demand 23, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

42. Regarding demand 24, section B. of Exhibit A to

plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

43. Regarding demand 25, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

44. Regarding demand 26, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

45. Regarding demand 27, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces

tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

46. Regarding demand 28, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

47. Regarding demand 29, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

48. Regarding demand 30, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents

described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

49. Regarding demand 31, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

50. Regarding demand 32, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

51. Regarding demand 33, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

52. Regarding demand 34, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

53. Regarding demand 35, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce the document described in this demand as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

54. Regarding demand 36, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above.

55. Regarding demand 37, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above.

56. Regarding demand 38, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

57. Regarding demand 5, section A. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18

above.

Dated: June 21, 1992

THE GERALD ARMSTRONG CORPORATION

A handwritten signature in dark ink, appearing to be 'G. Armstrong', written over a horizontal line.

by GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California.
I am over the age of eighteen years and am not a party to the
above entitled action. My business address is 711 Sir Francis
Drake Boulevard, San Anselmo, California. I served the following
document: THE GERALD ARMSTRONG CORPORATION'S RESPONSE
 TO SUBPENA DUCES TECUM

on the following persons on the date set forth below, by placing
a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid to be placed in the United States Mail at
San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, CA 94104

By Hand

Ford Greene, Esquire
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960

By Hand

Laurie J. Bartilson, Esquire
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

By Mail

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street, suite 1200
Los Angeles, CA 90012

By Mail

Paul Morantz, Esquire
P.O. Box 511
Pacific Palisades, CA 90272

By Mail

[X] (By Mail) I caused such envelope with postage thereon
fully prepaid to be placed in the United
States Mail at San Anselmo, California.

[X] (Personal
Service) I caused such envelope to be delivered by
hand to the offices of the addressee.

[X] (State)

I declare under the penalty of perjury under
the laws of the State of California that the
above is true and correct

DATED: June 22, 1992

Kirk D. Seidel

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. 152 229

DEFENDANT ARMSTRONG'S
OBJECTIONS TO AMENDED NOTICE
OF TAKING DEPOSITION OF
GERALD ARMSTRONG

OBJECTIONS TO DOCUMENTS AND THINGS TO BE PRODUCED

1. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. Privacy privilege. Psychotherapist patient privilege. First amendment religious liberty privilege.

2. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney

COPY

client privilege. Attorney work product privilege. Joint defense privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. First amendment religious liberty privilege. Privacy privilege.

3. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Priest penitent privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. First amendment religious liberty privilege. Privacy privilege.

4. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Priest penitent privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. First amendment religious liberty privilege. Privacy privilege.

5. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Priest penitent privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. First amendment religious liberty privilege. Privacy privilege.

6. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney

1 client privilege. Attorney work product privilege. Obtainable
2 from some other source. Unreasonably cumulative. Unduly
3 burdensome and expensive. First amendment free speech privilege.
4 First amendment religious liberty. Privacy privilege.

5 7. No such documents are in defendant's possession. Too
6 general to be susceptible of reasonable interpretation. Attorney
7 client privilege. Attorney work product privilege. Obtainable
8 from some other source. Unreasonably cumulative. Unduly
9 burdensome and expensive. First amendment religious liberty.
10 First amendment free speech privilege. Privacy privilege.

11 8. No such documents are in defendant's possession. Too
12 general to be susceptible of reasonable interpretation. Attorney
13 client privilege. Attorney work product privilege. Obtainable
14 from some other source. Unreasonably cumulative. Unduly
15 burdensome and expensive. First amendment free speech privilege.
16 First amendment religious liberty. Privacy privilege.

17 9. No such documents are in defendant's possession. Too
18 general to be susceptible of reasonable interpretation. Attorney
19 client privilege. Attorney work product privilege. Joint defense
20 privilege. Priest penitent privilege. Obtainable from some other
21 source. Unreasonably cumulative. Unduly burdensome and
22 expensive. First amendment free speech privilege. First
23 amendment religious liberty. Privacy privilege.

24 10. No such documents are in defendant's possession. Too
25 general to be susceptible of reasonable interpretation. Attorney
26 client privilege. Attorney work product privilege. Joint defense
27 privilege. Priest penitent privilege. Obtainable from some other
28 source. Unreasonably cumulative. Unduly burdensome and

1 expensive. First amendment free speech privilege. First
2 amendment religious liberty. Privacy privilege.

3 11. No such documents are in defendant's possession. Too
4 general to be susceptible of reasonable interpretation. Attorney
5 client privilege. Attorney work product privilege. Joint defense
6 privilege. Priest penitent privilege. Obtainable from some other
7 source. Unreasonably cumulative. Unduly burdensome and
8 expensive. First amendment free speech privilege. First
9 amendment religious liberty. Privacy privilege.

10 12. Too general to be susceptible of reasonable
11 interpretation. Attorney work product privilege. Joint defense
12 privilege. Obtainable from some other source. Unreasonably
13 cumulative. Unduly burdensome and expensive. First amendment
14 free speech privilege. First amendment religious liberty.
15 Privacy privilege.

16 13. Too general to be susceptible of reasonable
17 interpretation. Attorney work product privilege. Joint defense
18 privilege. Obtainable from some other source. Unreasonably
19 cumulative. Unduly burdensome and expensive. First amendment
20 free speech privilege. First amendment religious liberty.
21 Privacy privilege.

22 14. Too general to be susceptible of reasonable
23 interpretation. Attorney work product privilege. Joint defense
24 privilege. Obtainable from some other source. Unreasonably
25 cumulative. Unduly burdensome and expensive. First amendment
26 free speech privilege. First amendment religious liberty.
27 Privacy privilege.

28 15. Too general to be susceptible of reasonable

1 interpretation. Attorney work product privilege. Joint defense
2 privilege. Obtainable from some other source. Unreasonably
3 cumulative. Unduly burdensome and expensive. First amendment
4 free speech privilege. First amendment religious liberty.
5 Privacy privilege.

6 16. Too general to be susceptible of reasonable
7 interpretation. Attorney work product privilege. Joint defense
8 privilege. Obtainable from some other source. Unreasonably
9 cumulative. Unduly burdensome and expensive. First amendment
10 free speech privilege. First amendment religious liberty.
11 Privacy privilege.

12 17. Too general to be susceptible of reasonable
13 interpretation. Attorney work product privilege. Joint defense
14 privilege. Obtainable from some other source. Unreasonably
15 cumulative. Unduly burdensome and expensive. First amendment
16 free speech privilege. First amendment religious liberty.
17 Privacy privilege.

18 18. Too general to be susceptible of reasonable
19 interpretation. Attorney work product privilege. Joint defense
20 privilege. Obtainable from some other source. Unreasonably
21 cumulative. Unduly burdensome and expensive. First amendment
22 free speech privilege. First amendment religious liberty.
23 Privacy privilege.

24 19. Too general to be susceptible of reasonable
25 interpretation. Attorney work product privilege. Joint defense
26 privilege. Obtainable from some other source. Unreasonably
27 cumulative. Unduly burdensome and expensive. First amendment
28 free speech privilege. First amendment religious liberty.

1 Privacy privilege.

2 20. No such documents are in defendant's possession. Too
3 general to be susceptible of reasonable interpretation. Attorney
4 work product privilege. Joint defense privilege. Obtainable from
5 some other source. Unreasonably cumulative. Unduly burdensome
6 and expensive. First amendment free speech privilege. First
7 amendment religious liberty.

8 21. No such documents are in defendant's possession. Too
9 general to be susceptible of reasonable interpretation. Attorney
10 work product privilege. Joint defense privilege. Obtainable from
11 some other source. Unreasonably cumulative. Unduly burdensome
12 and expensive. First amendment free speech privilege. Privacy
13 privilege. First amendment religious liberty.

14 22. No such documents are in defendant's possession. Too
15 general to be susceptible of reasonable interpretation. Attorney
16 work product privilege. Joint defense privilege. Priest penitent
17 privilege. Obtainable from some other source. Unreasonably
18 cumulative. Unduly burdensome and expensive. First amendment
19 free speech privilege. First amendment religious liberty.
20 Privacy privilege.

21 23. No such documents are in defendant's possession. Too
22 general to be susceptible of reasonable interpretation. Attorney
23 work product privilege. Joint defense privilege. Priest penitent
24 privilege. Obtainable from some other source. Unreasonably
25 cumulative. Unduly burdensome and expensive. First amendment
26 free speech privilege. First amendment religious liberty.
27 Privacy privilege.

28 24. No such documents are in defendant's possession. Too

1 general to be susceptible of reasonable interpretation. Attorney
2 work product privilege. Joint defense privilege. Priest penitent
3 privilege. Obtainable from some other source. Unreasonably
4 cumulative. Unduly burdensome and expensive. First amendment
5 free speech privilege. First amendment religious liberty.
6 Privacy privilege.

7 25. No such documents are in defendant's possession. Too
8 general to be susceptible of reasonable interpretation. Attorney
9 work product privilege. Joint defense privilege. Priest penitent
10 privilege. Obtainable from some other source. Unreasonably
11 cumulative. Unduly burdensome and expensive. First amendment
12 free speech privilege. First amendment religious liberty.
13 Privacy privilege.

14 26. Too general to be susceptible of reasonable
15 interpretation. Attorney work product privilege. Joint defense
16 privilege. Priest penitent privilege. Obtainable from some other
17 source. Unreasonably cumulative. Unduly burdensome and
18 expensive. First amendment free speech privilege. First
19 amendment religious liberty. Privacy privilege.

20 27. Too general to be susceptible of reasonable
21 interpretation. Attorney work product privilege. Joint defense
22 privilege. Priest penitent privilege. Obtainable from some other
23 source. Unreasonably cumulative. Unduly burdensome and
24 expensive. First amendment free speech privilege. First
25 amendment religious liberty. Privacy privilege.

26 28. Too general to be susceptible of reasonable
27 interpretation. Attorney client privilege. Attorney work product
28 privilege. Joint defense privilege. Priest penitent privilege.

1 Obtainable from some other source. Unreasonably cumulative.
2 Unduly burdensome and expensive. First amendment free speech
3 privilege. First amendment religious liberty. Privacy privilege.

4 29. Too general to be susceptible of reasonable
5 interpretation. Attorney client privilege. Attorney work product
6 privilege. Joint defense privilege. Priest penitent privilege.
7 Obtainable from some other source. Unreasonably cumulative.
8 Unduly burdensome and expensive. First amendment free speech
9 privilege. First amendment religious liberty. Privacy privilege.

10 30. Too general to be susceptible of reasonable
11 interpretation. Attorney client privilege. Attorney work product
12 privilege. Joint defense privilege. Priest penitent privilege.
13 Obtainable from some other source. Unreasonably cumulative.
14 Unduly burdensome and expensive. First amendment free speech
15 privilege. First amendment religious liberty. Privacy privilege.

16 31. Too general to be susceptible of reasonable
17 interpretation. Attorney client privilege. Attorney work product
18 privilege. Joint defense privilege. Priest penitent privilege.
19 Obtainable from some other source. Unreasonably cumulative.
20 Unduly burdensome and expensive. First amendment free speech
21 privilege. First amendment religious liberty. Privacy privilege.

22 DATED: June 21, 1992

HUB LAW OFFICES

23
24 By: 

FORD GREENE

Attorney for Defendant

1 PROOF OF SERVICE

2 I am employed in the County of Marin, State of California. I
3 am over the age of eighteen years and am not a party to the above
4 entitled action. My business address is 711 Sir Francis Drake
5 Boulevard, San Anselmo, California. I served the following
6 documents: DEFENDANT ARMSTRONG'S OBJECTIONS TO AMENDED NOTICE
7 OF TAKING OF DEPOSITION OF DEFENDANT GERALD
8 ARMSTRONG

9 on the following person(s) on the date set forth below, by placing
10 a true copy thereof enclosed in a sealed envelope with postage
11 thereon fully prepaid to be placed in the United States Mail at
12 San Anselmo, California:

12 Andrew Wilson, Esquire
13 WILSON, RYAN & CAMPILONGO
14 235 Montgomery Street, Suite 450
15 San Francisco, California 94104

By Hand

16 LAURIE J. BARTILSON, ESQ.
17 Bowles & Moxon
18 6255 Sunset Boulevard, Suite 2000
19 Los Angeles, California 90028

By Telecopier
213-662-6419

20 Graham E. Berry, Esquire
21 LEWIS, D'AMATO, BRISBOIS & BISGAARD
22 221 North Figueroa Street, Suite 1200
23 Los Angeles, California 90012

By Telecopier
213-750-7900

24 Paul Morantz, Esq.
25 P.O. Box 511
26 Pacific Palisades, CA 90272

By Telecopier

27 [X] (By Mail) I caused such envelope with postage thereon
28 fully prepaid to be placed in the United
29 States Mail at San Anselmo, California.

30 [X] (Personal Service) I caused such envelope to be delivered by hand
31 to the offices of the addressee.

32 [] (State) I declare under penalty of perjury under the
33 laws of the State of California that the above
34 is true and correct.

35 DATED: June 22, 1992

Kirk D. Seidel

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAUKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

June 30, 1992

Via Facsimile 456-5318

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong;
Our File No. SC102-003

Dear Mr. Greene:

I understand from our telephone conversation of yesterday that Gerald Armstrong refuses to appear for the continuation of his deposition on June 30, 1992, as tentatively agreed to at the conclusion of the first day of his deposition last Wednesday, June 24. You informed me that the reason for this refusal is that Mr. Armstrong was served with the Amendment to the Complaint in the referenced action which identified The Gerald Armstrong Corporation as Doe Defendant 1, and that Mr. Armstrong is seeking counsel to represent The Gerald Armstrong Corporation and will not proceed with his deposition until counsel is located.

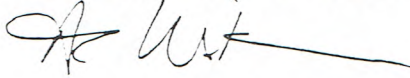
I asked whether you could represent The Gerald Armstrong Corporation, in addition to Mr. Armstrong. Your reply was that, with appropriate waivers, this might eventually happen, but that Mr. Armstrong wished to make an effort to find other counsel first.

I do not believe that the above is a sufficient reason for refusing to proceed with Mr. Armstrong's deposition. Clearly, his interests and those of The Gerald Armstrong Corporation are completely identical. Independent counsel for The Gerald Armstrong Corporation is certainly not necessary. I believe that this is another tactic employed by your client to delay the further taking and completion of his deposition. In any event, we believe that one week should be more than ample time for Mr. Armstrong to locate counsel for The Gerald Armstrong Corporation, or to learn that he will not be able to locate such counsel. We therefore insist that

you contact me as soon as possible and arrange for a suitable date for the continuation of Mr. Armstrong's deposition and that the date be no later than July 7, 1992.

Very truly yours,

WILSON, RYAN & CAMPILONGO

A handwritten signature in dark ink, appearing to read 'A. Wilson', with a long horizontal flourish extending to the right.

Andrew H. Wilson

AHW-0399.LTR:pan

cc: Laurie J. Bartilson, Esq.
Paul Morantz, Esq.

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
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TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

July 6, 1992

Via Telecopier 456-5318

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

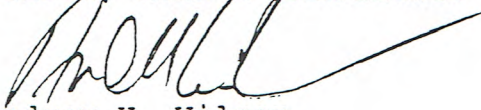
Re: Church of Scientology v. Armstrong;
Our File No. SCI02-003

Dear Mr. Greene:

I am in receipt of your letter of today wherein you advised me that Mr. Armstrong would be available for the continuation of his deposition during the week of July 20, 1992. We will recommence Mr. Armstrong's deposition on Tuesday, July 21 at 9:30 a.m. at our offices and hopefully conclude by the end of the day on Wednesday, July 22. If more time is needed, we can make those arrangements at that time.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0411.LTR:pan

cc: Laurie J. Bartilson, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON ±
LAURIE J. BARTILSON +
HELENA K. KOBRIN ‡

(213) 661-4030
TELECOPIER (213) 662-6419

JAMES J. JACKSON
PETER M. JACOBS
WILLIAM D. KATZ
RANDALL A. SPENCER §
DEBRA S. TOBIAS
ROBERT A. WIENER #

* ALSO ADMITTED IN OREGON
± ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
+ ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA
§ ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

OF COUNSEL
KAREN L. BROWN
MARCELLO M. DI MAURO
JEANNE M. GAVIGAN
KAREN D. HOLLY ±

August 2, 1992

TELEFAX AND U.S. MAIL

Ford Greene
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Re: Your Letter of July 29, 1992
CSI vs. Armstrong

Dear Mr. Greene:

As I noticed the depositions of Richard and Vicki Aznaran in this case, I am responding to your letter to Mr. Wilson of July 29th in which you unilaterally declare that the depositions of the Aznarans, now set for the 11th and 12th of August, will not occur.

First of all, you have your dates confused: The depositions were noticed on July 21st -- the day before you announced that you were going on vacation. As you may recall, the deposition of Armstrong was scheduled to start on the 21st but did not as you "forgot" to calendar it and so did not appear. It was on the 22nd, at the deposition that you announced to Mr. Wilson that you were going on vacation. Check the dates of the signing of the Notice of Deposition. You will see that these were sent out the day before your announcement, which you correctly state was made on July 22, 1992.

Throughout this case plaintiff has been faced with repeated delays and obstruction of discovery by defendant and his witnesses. The latest example was the recent deposition of Armstrong, which was clearly and timely set for two days. But because of your "forgetfulness" and then your announcement that you had other matters pending for the afternoon of the second day, that deposition was limited to one morning.

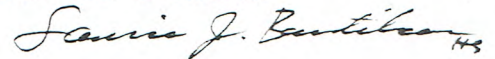
Re: Letter of July 29
Page 2

Now you attempt to block the Aznaran depositions by claiming that you will be on vacation. That may or may not be true. Regardless, you have co-counsel in this case. I expect and insist that between the two of you, you will work out defendant's representation at the two days of depositions.

Plaintiff intends to proceed with the deposition and fully expects counsel for the defendant to be present. Should defendant's counsel block the deposition, plaintiff will move to compel and seek sanctions for the continued, bad faith, obstruction of discovery in this litigation.

Sincerely yours,

BOWLES & MOSON



Laurie J. Bartilson

cc: John C. Elstead
Paul Morantz
Andrew H. Wilson
Richard and Vicki Aznaran

LJB:hg

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON ±
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 661-4030

TELECOPIER (213) 662-6419

PETER M. JACOBS
RANDALL A. SPENCER §
JAMES J. JACKSON
ROBERT A. WIENER #
LESLIE T.W. SOASH

* ALSO ADMITTED IN OREGON
± ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA
§ ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
KAREN L. BROWN
KAREN D. HOLLY ±

December 23, 1992

VIA MAIL AND FACSIMILE TRANSMISSION

Mr. Ford Greene
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Armstrong

Dear Mr. Greene:

This letter is an attempt to see if we can resolve amicably, by meet and confer, some or all of the discovery disputes which arose during Mr. Armstrong's depositions. As the deadline for filing a motion to compel is approaching, I would appreciate your prompt attention to this matter. You are advised that if you do not respond substantively to the matters outlined in this letter by Tuesday, December 29, 1992, we will assume that you have no interest in providing any further discovery, and proceed with our discovery motions.

During Mr. Armstrong's four days of deposition, you completely blocked discovery into quite a few relevant areas, including at least four areas which are core issues addressed by the pleadings in this case. We request that Mr. Armstrong reappear for deposition, and answer without objection questions in the following areas, along with any relevant follow-up questions made necessary by his answers:

1. Questions Concerning Armstrong's Work on the Aznarans Case.

Mr. Armstrong is, at present, enjoined from aiding the Aznarans in their litigation against CSI and other Church entities, whether he is employed in your offices or not. In addition, the amended complaint seeks both damages and a permanent injunction based on the work which he has done for you on the Aznarans' case. As you are well aware, the settlement agreement which forms the basis for this action specifically prohibits Armstrong from providing aid to persons, including the Aznarans, who are litigating against CSI and the other beneficiaries of the agreement.

The questions which counsel asked of Mr. Armstrong, and which obviously and directly address the issues of whether or not Mr. Armstrong has, is and intends to continue to aid the Aznarans, can be found on the following deposition pages and lines: Volume III: pp. 335:25-336:18; pp. 337:7-23; pp. 391:10-392:16; Volume IV: p. 445:7-13; pp. 447:12-448:2; p. 449:5-11; p. 450:2-19; pp. 450:24-451:20. These questions included such basic questions as, "Mr. Armstrong, since your last deposition, on July 22, 1992, in this case, have you performed any work at all for Mr. or Mrs. Aznaran concerning their litigation presently pending in the Northern District of Texas?" and "Are you presently, in your capacity as a paralegal in Mr. Greene's office, doing work in the Aznaran case?"

You instructed Mr. Armstrong not to answer these questions, claiming that the attorney-client privilege and the work product doctrine protected discovery into these areas. However, these objections are patently frivolous. Neither of those privileges are applicable to the questions which were asked. All of the questions went to matters of fact: whether Mr. Armstrong performed any work on the Aznaran case; whether or not you took any precautions to ensure that Mr. Armstrong did not violate the injunction by his work in your office; whether Mr. Armstrong even spoke to the Aznarans. Such questions do not seek attorney work product, nor do they ask for confidential communications. Plaintiff requests that Mr. Armstrong return to deposition, and answer these questions fully.

2. Questions Concerning Armstrong's Continuing
Provision of Assistance to Other Litigants

The Aznarans are not the only litigants against the plaintiff that Armstrong has aided by his work in your office, despite the agreement and court order which prohibit him from doing so. Questions relating to this work were similarly met with improper objections of privilege and work product. The issue is not the substance of Mr. Armstrong's thoughts or legal work; the issue is his improper provision of assistance to these litigants. Plaintiff therefore demands that Armstrong return to deposition and answer the following questions which fall into this category: Volume III: p. 338:2-8; Volume IV: p. 428:6-19; p. 452:6-18; p. 453:4-25; pp. 454:11-455:2; p. 455:12-15; pp. 455:24-456:4; pp. 457:9-458:17.

3. Questions Concerning the Amount
Armstrong Received in Settlement

Mr. Armstrong has told the media how much he was paid in settlement; he adopted fully the briefing and exhibits filed by Joseph Yanny in this action which included documentation and argument asserting that Mr. Armstrong received \$800,000 in settlement. Nonetheless in deposition Mr. Armstrong refused to

testify as to how much he received, claiming he wanted to "honor" an "agreement" not to disclose the amount. Plaintiff requests that Armstrong admit the amount in a verified writing or return to deposition and answer the question under oath.

Similarly, Mr. Armstrong refused to testify as to what he had done with the proceeds. The agreement includes a trust placed on that amount to guarantee the payment of liquidated damages in the event of breach. Plaintiff is entitled to full disclosure of Mr. Armstrong's wastrel activities and conveyances in order to secure the judgment to which they are entitled. Therefore, plaintiff requests that Mr. Armstrong return to deposition and fully respond to all of the remaining unanswered questions concerning his disposition of the settlement proceeds.

4. Questions Concerning Mr. Armstrong's Discussions
With Michael Walton About the Settlement

Mr. Armstrong has testified that he discussed the settlement agreement with Mr. Walton before he signed the agreement. Although Mr. Armstrong has previously and specifically waived any attorney-client privilege concerning his discussions with attorneys about the settlement agreement, he refused to answer any questions about this conversation based on the attorney-client privilege. This is patent abuse of the discovery process. Plaintiff demands that Mr. Armstrong return to deposition immediately and respond to a full inquiry as to his conversation(s) with Mr. Walton concerning the settlement agreement.

5. Documents.

Both Mr. Armstrong and the Gerald Armstrong Corporation have admitted to the possession of many documents, non-privileged, which are responsive to the document requests which accompanied the notice of deposition, but refuse to produce them for inspection and copying. This, again, is an abuse of the discovery procedures. Plaintiff requests that Armstrong produce the responsive documents, without objection, at Mr. Wilson's office on or before December 30, 1992, for inspection and copying by plaintiff's attorneys.

The discovery stone-walling in which you and your client have engaged is improper, and forbidden by the Code of Civil Procedure. I hope that you will, on examining the transcripts of the depositions, take advantage of my offer to resolve matters by resuming a full deposition of Mr. Armstrong and producing documents. You are advised that should you and your client

///

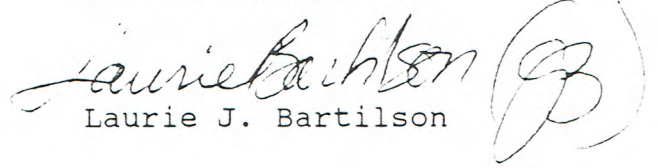
///

Ford Greene
December 23, 1992
Page 4

continue to refuse to cooperate concerning discovery matters, we
will seek monetary and issue sanctions as appropriate.

Very truly yours,

BOWLES & MOXON


Laurie J. Bartilson

LJB:mfh

cc: Andrew H. Wilson
Paul Morantz



IJ photo/Frankie Frost

CASH CRITIC: Gerald Armstrong of San Anselmo reflects on how the world would be a better place without money

Is money the root of problems?

Critic of cash, credit urges monetary abolition

By Richard Polito

Independent Journal reporter

Gerald Armstrong has an idea for dealing with the national debt — write it off. Forget it. It doesn't exist.

It's that easy.

The novel prescription for fixing the fiscal fiasco is only part of Armstrong's larger message that money should be abolished. No more pay checks, no more loan payments, no more taxes, and forget that \$20 you owed your brother-in-law.

Bank presidents would clean up litter. Donald Trump could get a real job. The Financial District would be a ghost town with marble lobbies — and lots of parking.

And it all starts today.

In a rare moment of realism, Armstrong admits today's deadline "is probably not going to be achieved."

Renouncing cash, credit

Armstrong, self-proclaimed founder of the Organization of United Renunciants, set the date for people who have taken his "pledge of renunciation" to stop using money. Fellow renunciants will renounce all cash and credit, stop taking money, stop paying with money, forgive all their debts and stop keeping financial records.

The critic of credit has already put his money where his doubts are. He gave it all away. And it was more than pocket change.

Armstrong won an \$800,000 settlement in a harassment suit against the Church of Scientology six years ago. Once a member of the inner circle, he is now a vocal critic.

Armstrong doesn't expect everyone to buy in from the start, just "somewhere between 1 and 11 percent."

He's a tad short. Armstrong can count only a handful of friends as converts, but he is trying to get the word out. Detailed proposals have gone out to Bill Clinton, Ross Perot and Pete Wilson (no one has tapped him for an economic advisory post just yet.) He has also written to the New York Times and other mega-media.

Ted Koppel has not called.

Money considered valueless

Armstrong is not discouraged.

The monetary messiah insists there is much about daily life that will not change. People will still go to work, shop at the market and pick out a new car every few years. They just wouldn't exchange any money along the way.

Money, in Armstrong's eyes, has no value and the existence of money has created entire industries that do nothing more than transfer mythical essences of value from one account to another.

In Armstrong's cashless Utopia, there would be total employment because people could do jobs they wanted to do and companies could employ more workers because they would not have to pay them. Farmers would still farm. Autoworkers would still make cars. Sewer workers would still shovel sludge.

And Disneyland would no longer charge admission.

1 I, GERALD ARMSTRONG, declare and state that:

2 1. I am the defendant and cross-complainant in the
3 case of Church of Scientology of California vs. Gerald Armstrong.
4 Los Angeles Superior Court No. C420153. I was a member of
5 Scientology from 1969 to 1981 and have been involved in
6 litigation with various Scientology entities, hereinafter
7 referred to as "the organization", since 1982. I have testified
8 approximately 47 days in trials or depositions in at least 10
9 cases against Scientology. I am very knowledgeable in
10 Scientology litigation and operations, and am qualified to render
11 the opinion in Paragraph 7 below.

12 2. In 1985 and throughout 1986, I worked as a
13 paralegal in the law firm of Flynn, Joyce and Sheridan in Boston,
14 Massachusetts. I worked on all the organization-related
15 litigation handled by the firm during that period. Michael Flynn
16 was the prime mover in much of the organization-related
17 litigation throughout the United States until December 1986 when
18 he settled all the cases in which he was involved. I was
19 represented in Armstrong by Flynn, Joyce and Sheridan and the law
20 firm of Contos and Bunch in Woodland Hills, California until the
21 settlement.

22 3. In a declaration I executed December 25, 1990,
23 which I filed in the California Court of Appeal in the
24 organization's appeal (Civ. No. B038975) from a Superior Court
25 ruling unsealing the Armstrong court file, which had been sealed
26 in December, 1986, I detailed the circumstances of and my
27 involvement in the settlement. In that declaration, I waived the
28 attorney-client privilege between Mr. Flynn and me only as to our

1 conversations concerning the settlement, and I reiterate that
2 waiver at this time, and extend it to include my other attorneys.

3 4. During the settlement negotiations and thereafter,
4 I learned from Mr. Flynn, and two other attorneys in both firms
5 which represented me in Armstrong, that all the attorneys who had
6 been involved in the organization-related litigation had agreed,
7 as part of the settlement, to not represent or assist anyone in
8 any future litigation against the organization.

9 5. Each of the law firms involved was also required,
10 as part of the settlement, to turn over to the organization its
11 Scientology-related documentary evidence, as was each of the
12 litigants. Each of the litigants, moreover, was required, as
13 part of the settlement, to not assist any aggrieved party in
14 future litigation against the organization, and to avoid service
15 of process in such litigation. These conditions are stated in
16 the settlement agreement I signed in December 1986, a copy of
17 which is marked and exhibited herewith as Exhibit "1".

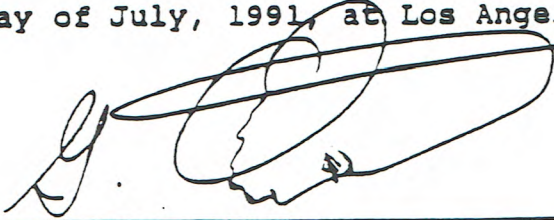
18 6. Since the settlement, the organization's attorneys
19 have threatened me on six occasions that I would be sued if I
20 violated the settlement's restrictions. The organization
21 meanwhile has itself violated the letter and spirit of the
22 settlement regarding me on numerous occasions. I have detailed
23 these instances in my December 25, 1990 declaration and a
24 declaration I executed on March 15, 1990 which was also filed in
25 the above-referenced appeal.

26 7. The effects of the December 1986 settlement
27 agreements in the legal community and on future individuals
28 aggrieved by the organization are obvious. Potential attorneys,

1 knowing or learning that they would be denied the documentary
2 evidence which had previously been available, denied assistance
3 from the key witnesses against the organization, and denied
4 assistance from the most knowledgeable attorneys in the world in
5 this field of litigation would be more than reluctant to accept
6 representation of aggrieved individuals. Add to that, the
7 general knowledge in the legal community of the harassive and
8 threatening practices of the organization toward adverse
9 attorneys, and the fact that well respected attorneys such as Mr.
10 Flynn had agreed to an unethical or illegal settlement to escape
11 the litigation, and it is no surprise that this country's
12 attorneys avoid representing the organization's many victims.
13 The victims are effectively cut off from communication with
14 witnesses and access to evidence, and their ability to obtain any
15 legal representation denied.

16 I declare under the penalty of perjury under the laws of the
17 United States and the State of California that the foregoing is
18 true and correct and based on my personal knowledge, except those
19 matters stated on information and belief, and as to those
20 matters, I am informed and believe them to be true.

21 Executed this 16th day of July, 1991, at Los Angeles,
22 California.

23 
24 _____
25 GERALD ARMSTRONG
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, CA 90028.

On January 6, 1993, I served the foregoing document described as NOTICE OF MOTION AND MOTION TO COMPEL ANSWERS TO DEPOSITION QUESTIONS AND THE PRODUCTION OF DOCUMENTS PURSUANT TO NOTICE OF DEPOSITION; MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF LAURIE J. BARTILSON IN SUPPORT THEREOF on interested parties in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Ford Greene
Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL -- I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

Executed on January 6, 1993, at Los Angeles, California.

[] BY PERSONAL SERVICE -- I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Paul Bradford
Type or Print Name

Paul Bradford
Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, CA 90028.

On January 6, 1993, I served the foregoing document described as NOTICE OF MOTION AND MOTION TO COMPEL ANSWERS TO DEPOSITION QUESTIONS AND THE PRODUCTION OF DOCUMENTS PURSUANT TO NOTICE OF DEPOSITION; MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF LAURIE J. BARTILSON IN SUPPORT THEREOF on interested parties in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Paul Morantz
P.O. Box 511
Pacific Palisades, CA 90272

[X] BY MAIL -- I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

Executed on January 6, 1993, at Los Angeles, California.

[] BY PERSONAL SERVICE -- I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Paul Morantz
Type or Print Name

Paul Morantz
Signature

is burdensome and oppressive;

4. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it seeks information protected by the attorney-client privilege;

5. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because the documents demanded are irrelevant to the subject matter and not calculated to lead to the discovery of admissible evidence;

6. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands production of religious materials protected by holy privilege and subject to First Amendment (U.S.C.A. Const. Amend.);

7. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is suppressive of the constitutionally guaranteed right of free speech;

8. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is overboard, ambiguous, amorphous and ridiculous;

9. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands information protected by the psychotherapist-patient privilege;

10. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it

demands information protected by the priest-penitent privilege;

11. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands production of documents protected by the paralegal/attorney work product privilege;

12. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it intrudes into the constitutionally protected right of privacy;

13. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it intrudes into the constitutionally protected right of privacy of third parties;

14. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because categories therein are not specified, pursuant to California Code of Civil Procedure, with reasonable particularity;

15. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands unpublished materials protected by the newsman's privilege;

16. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is in furtherance of a crime;

17. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands protected trade secrets;

18. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands protected religious trade secrets;

19. Regarding demand 1, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above and objects moreover and specifically because there is no Exhibit A attached to the complaint in this action; nor is there a statement or hint in the complaint that there was intended to be attached an Exhibit A thereto;

20. Regarding demand 2, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above and objects moreover and specifically because there again Exhibit A is missing;

21. Regarding demand 3, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above and objects moreover and specifically because it is offensive, burdensome and mean-spirited since plaintiff possesses all such documents. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of

prepayment by plaintiff of copying charges.

22. Regarding demand 4, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

23. Regarding demand 5, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above;

24. Regarding demand 6, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

25. Regarding demand 7, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by

plaintiff of copying charges.

26. Regarding demand 8, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

27. Regarding demand 9, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

28. Regarding demand 10, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

29. Regarding demand 11, section B. of Exhibit A to

plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

30. Regarding demand 12, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

31. Regarding demand 13, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

32. Regarding demand 14, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces

tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

33. Regarding demand 15, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

34. Regarding demand 16, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

35. Regarding demand 17, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents

described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

36. Regarding demand 18, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

37. Regarding demand 19, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

38. Regarding demand 20, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by

plaintiff of copying charges.

39. Regarding demand 21, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

40. Regarding demand 22, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

41. Regarding demand 23, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

42. Regarding demand 24, section B. of Exhibit A to

plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

43. Regarding demand 25, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

44. Regarding demand 26, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

45. Regarding demand 27, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces

tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

46. Regarding demand 28, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

47. Regarding demand 29, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

48. Regarding demand 30, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents

described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

49. Regarding demand 31, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

50. Regarding demand 32, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

51. Regarding demand 33, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

52. Regarding demand 34, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

53. Regarding demand 35, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce the document described in this demand as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

54. Regarding demand 36, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above.

55. Regarding demand 37, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above.

56. Regarding demand 38, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

57. Regarding demand 5, section A. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18

above.

Dated: June 21, 1992

THE GERALD ARMSTRONG CORPORATION

A handwritten signature in black ink, appearing to be 'G. Armstrong', written over a horizontal line.

by GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California.
I am over the age of eighteen years and am not a party to the
above entitled action. My business address is 711 Sir Francis
Drake Boulevard, San Anselmo, California. I served the following
document: THE GERALD ARMSTRONG CORPORATION'S RESPONSE
 TO SUBPENA DUCES TECUM

on the following persons on the date set forth below, by placing
a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid to be placed in the United States Mail at
San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, CA 94104

By Hand

Ford Greene, Esquire
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960

By Hand

Laurie J. Bartilson, Esquire
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

By Mail

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street, suite 1200
Los Angeles, CA 90012

By Mail

Paul Morantz, Esquire
P.O. Box 511
Pacific Palisades, CA 90272

By Mail

[X] (By Mail) I caused such envelope with postage thereon
fully prepaid to be placed in the United
States Mail at San Anselmo, California.

[X] (Personal
Service) I caused such envelope to be delivered by
hand to the offices of the addressee.

[X] (State)

I declare under the penalty of perjury under
the laws of the State of California that the
above is true and correct

DATED: June 22, 1992

Kirk D. Seidel

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. 152 229

DEFENDANT ARMSTRONG'S
OBJECTIONS TO AMENDED NOTICE
OF TAKING DEPOSITION OF
GERALD ARMSTRONG

OBJECTIONS TO DOCUMENTS AND THINGS TO BE PRODUCED

1. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. Privacy privilege. Psychotherapist patient privilege. First amendment religious liberty privilege.

2. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney

COPY

client privilege. Attorney work product privilege. Joint defense privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. First amendment religious liberty privilege. Privacy privilege.

3. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Priest penitent privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. First amendment religious liberty privilege. Privacy privilege.

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10 First amendment free speech privilege. Privacy privilege.

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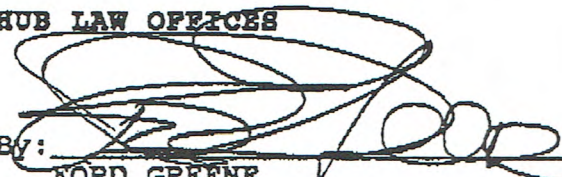
4 29. Too general to be susceptible of reasonable
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8 Unduly burdensome and expensive. First amendment free speech
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16 31. Too general to be susceptible of reasonable
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18 privilege. Joint defense privilege. Priest penitent privilege.
19 Obtainable from some other source. Unreasonably cumulative.
20 Unduly burdensome and expensive. First amendment free speech
21 privilege. First amendment religious liberty. Privacy privilege.

22 DATED: June 21, 1992

HUB LAW OFFICES

23
24 By: 

FORD GREENE

Attorney for Defendant

1 PROOF OF SERVICE

2 I am employed in the County of Marin, State of California. I
3 am over the age of eighteen years and am not a party to the above
4 entitled action. My business address is 711 Sir Francis Drake
5 Boulevard, San Anselmo, California. I served the following
6 documents: DEFENDANT ARMSTRONG'S OBJECTIONS TO AMENDED NOTICE
7 OF TAKING OF DEPOSITION OF DEFENDANT GERALD
8 ARMSTRONG

9 on the following person(s) on the date set forth below, by placing
10 a true copy thereof enclosed in a sealed envelope with postage
11 thereon fully prepaid to be placed in the United States Mail at
12 San Anselmo, California:

12 Andrew Wilson, Esquire
13 WILSON, RYAN & CAMPILONGO
14 235 Montgomery Street, Suite 450
15 San Francisco, California 94104

By Hand

16 LAURIE J. BARTILSON, ESQ.
17 Bowles & Moxon
18 6255 Sunset Boulevard, Suite 2000
19 Los Angeles, California 90028

By Telecopier
213-662-6419

20 Graham E. Berry, Esquire
21 LEWIS, D'AMATO, BRISBOIS & BISGAARD
22 221 North Figueroa Street, Suite 1200
23 Los Angeles, California 90012

By Telecopier
213-750-7900

24 Paul Morantz, Esq.
25 P.O. Box 511
26 Pacific Palisades, CA 90272

By Telecopier

27 [X] (By Mail) I caused such envelope with postage thereon
28 fully prepaid to be placed in the United
29 States Mail at San Anselmo, California.

30 [X] (Personal I caused such envelope to be delivered by hand
31 Service) to the offices of the addressee.

32 [] (State) I declare under penalty of perjury under the
33 laws of the State of California that the above
34 is true and correct.

35 DATED: June 22, 1992

Kirk D. Seidel

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAUKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

June 30, 1992

Via Facsimile 456-5318

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong;
Our File No. SC102-003

Dear Mr. Greene:

I understand from our telephone conversation of yesterday that Gerald Armstrong refuses to appear for the continuation of his deposition on June 30, 1992, as tentatively agreed to at the conclusion of the first day of his deposition last Wednesday, June 24. You informed me that the reason for this refusal is that Mr. Armstrong was served with the Amendment to the Complaint in the referenced action which identified The Gerald Armstrong Corporation as Doe Defendant 1, and that Mr. Armstrong is seeking counsel to represent The Gerald Armstrong Corporation and will not proceed with his deposition until counsel is located.

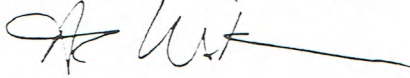
I asked whether you could represent The Gerald Armstrong Corporation, in addition to Mr. Armstrong. Your reply was that, with appropriate waivers, this might eventually happen, but that Mr. Armstrong wished to make an effort to find other counsel first.

I do not believe that the above is a sufficient reason for refusing to proceed with Mr. Armstrong's deposition. Clearly, his interests and those of The Gerald Armstrong Corporation are completely identical. Independent counsel for The Gerald Armstrong Corporation is certainly not necessary. I believe that this is another tactic employed by your client to delay the further taking and completion of his deposition. In any event, we believe that one week should be more than ample time for Mr. Armstrong to locate counsel for The Gerald Armstrong Corporation, or to learn that he will not be able to locate such counsel. We therefore insist that

you contact me as soon as possible and arrange for a suitable date for the continuation of Mr. Armstrong's deposition and that the date be no later than July 7, 1992.

Very truly yours,

WILSON, RYAN & CAMPILONGO

A handwritten signature in dark ink, appearing to read 'A. Wilson', with a long horizontal flourish extending to the right.

Andrew H. Wilson

AHW-0399.LTR:pan

cc: Laurie J. Bartilson, Esq.
Paul Morantz, Esq.

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI
EDWARD S. ZUSMAN

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OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

July 6, 1992

Via Telecopier 456-5318

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

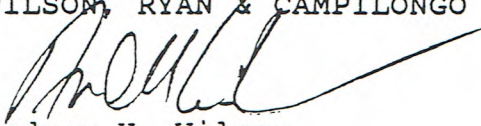
Re: Church of Scientology v. Armstrong;
Our File No. SCI02-003

Dear Mr. Greene:

I am in receipt of your letter of today wherein you advised me that Mr. Armstrong would be available for the continuation of his deposition during the week of July 20, 1992. We will recommence Mr. Armstrong's deposition on Tuesday, July 21 at 9:30 a.m. at our offices and hopefully conclude by the end of the day on Wednesday, July 22. If more time is needed, we can make those arrangements at that time.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0411.LTR:pan

cc: Laurie J. Bartilson, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON ±
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 661-4030
TELECOPIER (213) 662-6419

JAMES J. JACKSON
PETER M. JACOBS
WILLIAM D. KATZ
RANDALL A. SPENCER §
DEBRA S. TOBIAS
ROBERT A. WIENER #

* ALSO ADMITTED IN OREGON
± ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA
§ ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

OF COUNSEL
KAREN L. BROWN
MARCELLO M. DI MAURO
JEANNE M. GAVIGAN
KAREN D. HOLLY ±

August 2, 1992

TELEFAX AND U.S. MAIL

Ford Greene
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Re: Your Letter of July 29, 1992
CSI vs. Armstrong

Dear Mr. Greene:

As I noticed the depositions of Richard and Vicki Aznaran in this case, I am responding to your letter to Mr. Wilson of July 29th in which you unilaterally declare that the depositions of the Aznarans, now set for the 11th and 12th of August, will not occur.

First of all, you have your dates confused: The depositions were noticed on July 21st -- the day before you announced that you were going on vacation. As you may recall, the deposition of Armstrong was scheduled to start on the 21st but did not as you "forgot" to calendar it and so did not appear. It was on the 22nd, at the deposition that you announced to Mr. Wilson that you were going on vacation. Check the dates of the signing of the Notice of Deposition. You will see that these were sent out the day before your announcement, which you correctly state was made on July 22, 1992.

Throughout this case plaintiff has been faced with repeated delays and obstruction of discovery by defendant and his witnesses. The latest example was the recent deposition of Armstrong, which was clearly and timely set for two days. But because of your "forgetfulness" and then your announcement that you had other matters pending for the afternoon of the second day, that deposition was limited to one morning.

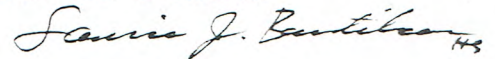
Re: Letter of July 29
Page 2

Now you attempt to block the Aznaran depositions by claiming that you will be on vacation. That may or may not be true. Regardless, you have co-counsel in this case. I expect and insist that between the two of you, you will work out defendant's representation at the two days of depositions.

Plaintiff intends to proceed with the deposition and fully expects counsel for the defendant to be present. Should defendant's counsel block the deposition, plaintiff will move to compel and seek sanctions for the continued, bad faith, obstruction of discovery in this litigation.

Sincerely yours,

BOWLES & MOSON



Laurie J. Bartilson

cc: John C. Elstead
Paul Morantz
Andrew H. Wilson
Richard and Vicki Aznaran

LJB:hg

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

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* ALSO ADMITTED IN OREGON
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‡ ALSO ADMITTED IN FLORIDA
§ ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
KAREN L. BROWN
KAREN D. HOLLY ±

December 23, 1992

VIA MAIL AND FACSIMILE TRANSMISSION

Mr. Ford Greene
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Armstrong

Dear Mr. Greene:

This letter is an attempt to see if we can resolve amicably, by meet and confer, some or all of the discovery disputes which arose during Mr. Armstrong's depositions. As the deadline for filing a motion to compel is approaching, I would appreciate your prompt attention to this matter. You are advised that if you do not respond substantively to the matters outlined in this letter by Tuesday, December 29, 1992, we will assume that you have no interest in providing any further discovery, and proceed with our discovery motions.

During Mr. Armstrong's four days of deposition, you completely blocked discovery into quite a few relevant areas, including at least four areas which are core issues addressed by the pleadings in this case. We request that Mr. Armstrong reappear for deposition, and answer without objection questions in the following areas, along with any relevant follow-up questions made necessary by his answers:

1. Questions Concerning Armstrong's Work on the Aznarans Case.

Mr. Armstrong is, at present, enjoined from aiding the Aznarans in their litigation against CSI and other Church entities, whether he is employed in your offices or not. In addition, the amended complaint seeks both damages and a permanent injunction based on the work which he has done for you on the Aznarans' case. As you are well aware, the settlement agreement which forms the basis for this action specifically prohibits Armstrong from providing aid to persons, including the Aznarans, who are litigating against CSI and the other beneficiaries of the agreement.

The questions which counsel asked of Mr. Armstrong, and which obviously and directly address the issues of whether or not Mr. Armstrong has, is and intends to continue to aid the Aznarans, can be found on the following deposition pages and lines: Volume III: pp. 335:25-336:18; pp. 337:7-23; pp. 391:10-392:16; Volume IV: p. 445:7-13; pp. 447:12-448:2; p. 449:5-11; p. 450:2-19; pp. 450:24-451:20. These questions included such basic questions as, "Mr. Armstrong, since your last deposition, on July 22, 1992, in this case, have you performed any work at all for Mr. or Mrs. Aznaran concerning their litigation presently pending in the Northern District of Texas?" and "Are you presently, in your capacity as a paralegal in Mr. Greene's office, doing work in the Aznaran case?"

You instructed Mr. Armstrong not to answer these questions, claiming that the attorney-client privilege and the work product doctrine protected discovery into these areas. However, these objections are patently frivolous. Neither of those privileges are applicable to the questions which were asked. All of the questions went to matters of fact: whether Mr. Armstrong performed any work on the Aznaran case; whether or not you took any precautions to ensure that Mr. Armstrong did not violate the injunction by his work in your office; whether Mr. Armstrong even spoke to the Aznarans. Such questions do not seek attorney work product, nor do they ask for confidential communications. Plaintiff requests that Mr. Armstrong return to deposition, and answer these questions fully.

2. Questions Concerning Armstrong's Continuing Provision of Assistance to Other Litigants

The Aznarans are not the only litigants against the plaintiff that Armstrong has aided by his work in your office, despite the agreement and court order which prohibit him from doing so. Questions relating to this work were similarly met with improper objections of privilege and work product. The issue is not the substance of Mr. Armstrong's thoughts or legal work; the issue is his improper provision of assistance to these litigants. Plaintiff therefore demands that Armstrong return to deposition and answer the following questions which fall into this category: Volume III: p. 338:2-8; Volume IV: p. 428:6-19; p. 452:6-18; p. 453:4-25; pp. 454:11-455:2; p. 455:12-15; pp. 455:24-456:4; pp. 457:9-458:17.

3. Questions Concerning the Amount Armstrong Received in Settlement

Mr. Armstrong has told the media how much he was paid in settlement; he adopted fully the briefing and exhibits filed by Joseph Yanny in this action which included documentation and argument asserting that Mr. Armstrong received \$800,000 in settlement. Nonetheless in deposition Mr. Armstrong refused to

testify as to how much he received, claiming he wanted to "honor" an "agreement" not to disclose the amount. Plaintiff requests that Armstrong admit the amount in a verified writing or return to deposition and answer the question under oath.

Similarly, Mr. Armstrong refused to testify as to what he had done with the proceeds. The agreement includes a trust placed on that amount to guarantee the payment of liquidated damages in the event of breach. Plaintiff is entitled to full disclosure of Mr. Armstrong's wastrel activities and conveyances in order to secure the judgment to which they are entitled. Therefore, plaintiff requests that Mr. Armstrong return to deposition and fully respond to all of the remaining unanswered questions concerning his disposition of the settlement proceeds.

4. Questions Concerning Mr. Armstrong's Discussions
With Michael Walton About the Settlement

Mr. Armstrong has testified that he discussed the settlement agreement with Mr. Walton before he signed the agreement. Although Mr. Armstrong has previously and specifically waived any attorney-client privilege concerning his discussions with attorneys about the settlement agreement, he refused to answer any questions about this conversation based on the attorney-client privilege. This is patent abuse of the discovery process. Plaintiff demands that Mr. Armstrong return to deposition immediately and respond to a full inquiry as to his conversation(s) with Mr. Walton concerning the settlement agreement.

5. Documents.

Both Mr. Armstrong and the Gerald Armstrong Corporation have admitted to the possession of many documents, non-privileged, which are responsive to the document requests which accompanied the notice of deposition, but refuse to produce them for inspection and copying. This, again, is an abuse of the discovery procedures. Plaintiff requests that Armstrong produce the responsive documents, without objection, at Mr. Wilson's office on or before December 30, 1992, for inspection and copying by plaintiff's attorneys.

The discovery stone-walling in which you and your client have engaged is improper, and forbidden by the Code of Civil Procedure. I hope that you will, on examining the transcripts of the depositions, take advantage of my offer to resolve matters by resuming a full deposition of Mr. Armstrong and producing documents. You are advised that should you and your client

///

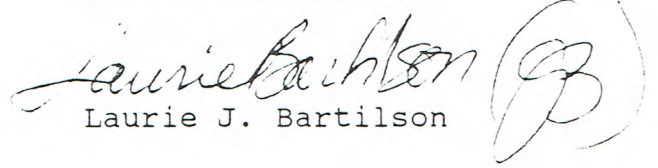
///

Ford Greene
December 23, 1992
Page 4

continue to refuse to cooperate concerning discovery matters, we
will seek monetary and issue sanctions as appropriate.

Very truly yours,

BOWLES & MOXON


Laurie J. Bartilson

LJB:mfh

cc: Andrew H. Wilson
Paul Morantz



IJ photo/Frankie Frost

CASH CRITIC: Gerald Armstrong of San Anselmo reflects on how the world would be a better place without money

Is money the root of problems?

Critic of cash, credit urges monetary abolition

By Richard Polito

Independent Journal reporter

Gerald Armstrong has an idea for dealing with the national debt — write it off. Forget it. It doesn't exist.

It's that easy.

The novel prescription for fixing the fiscal fiasco is only part of Armstrong's larger message that money should be abolished. No more pay checks, no more loan payments, no more taxes, and forget that \$20 you owed your brother-in-law.

Bank presidents would clean up litter. Donald Trump could get a real job. The Financial District would be a ghost town with marble lobbies — and lots of parking.

And it all starts today.

In a rare moment of realism, Armstrong admits today's deadline "is probably not going to be achieved."

Renouncing cash, credit

Armstrong, self-proclaimed founder of the Organization of United Renunciants, set the date for people who have taken his "pledge of renunciation" to stop using money. Fellow renunciants will renounce all cash and credit, stop taking money, stop paying with money, forgive all their debts and stop keeping financial records.

The critic of credit has already put his money where his doubts are. He gave it all away. And it was more than pocket change.

Armstrong won an \$800,000 settlement in a harassment suit against the Church of Scientology six years ago. Once a member of the inner circle, he is now a vocal critic.

Armstrong doesn't expect everyone to buy in from the start, just "somewhere between 1 and 11 percent."

He's a tad short. Armstrong can count only a handful of friends as converts, but he is trying to get the word out. Detailed proposals have gone out to Bill Clinton, Ross Perot and Pete Wilson (no one has tapped him for an economic advisory post just yet.) He has also written to the New York Times and other mega-media.

Ted Koppel has not called.

Money considered valueless

Armstrong is not discouraged.

The monetary messiah insists there is much about daily life that will not change. People will still go to work, shop at the market and pick out a new car every few years. They just wouldn't exchange any money along the way.

Money, in Armstrong's eyes, has no value and the existence of money has created entire industries that do nothing more than transfer mythical essences of value from one account to another.

In Armstrong's cashless Utopia, there would be total employment because people could do jobs they wanted to do and companies could employ more workers because they would not have to pay them. Farmers would still farm. Autoworkers would still make cars. Sewer workers would still shovel sludge.

And Disneyland would no longer charge admission.

1 I, GERALD ARMSTRONG, declare and state that:

2 1. I am the defendant and cross-complainant in the
3 case of Church of Scientology of California vs. Gerald Armstrong.
4 Los Angeles Superior Court No. C420153. I was a member of
5 Scientology from 1969 to 1981 and have been involved in
6 litigation with various Scientology entities, hereinafter
7 referred to as "the organization", since 1982. I have testified
8 approximately 47 days in trials or depositions in at least 10
9 cases against Scientology. I am very knowledgeable in
10 Scientology litigation and operations, and am qualified to render
11 the opinion in Paragraph 7 below.

12 2. In 1985 and throughout 1986, I worked as a
13 paralegal in the law firm of Flynn, Joyce and Sheridan in Boston,
14 Massachusetts. I worked on all the organization-related
15 litigation handled by the firm during that period. Michael Flynn
16 was the prime mover in much of the organization-related
17 litigation throughout the United States until December 1986 when
18 he settled all the cases in which he was involved. I was
19 represented in Armstrong by Flynn, Joyce and Sheridan and the law
20 firm of Contos and Bunch in Woodland Hills, California until the
21 settlement.

22 3. In a declaration I executed December 25, 1990,
23 which I filed in the California Court of Appeal in the
24 organization's appeal (Civ. No. B038975) from a Superior Court
25 ruling unsealing the Armstrong court file, which had been sealed
26 in December, 1986, I detailed the circumstances of and my
27 involvement in the settlement. In that declaration, I waived the
28 attorney-client privilege between Mr. Flynn and me only as to our

1 conversations concerning the settlement, and I reiterate that
2 waiver at this time, and extend it to include my other attorneys.

3 4. During the settlement negotiations and thereafter,
4 I learned from Mr. Flynn, and two other attorneys in both firms
5 which represented me in Armstrong, that all the attorneys who had
6 been involved in the organization-related litigation had agreed,
7 as part of the settlement, to not represent or assist anyone in
8 any future litigation against the organization.

9 5. Each of the law firms involved was also required,
10 as part of the settlement, to turn over to the organization its
11 Scientology-related documentary evidence, as was each of the
12 litigants. Each of the litigants, moreover, was required, as
13 part of the settlement, to not assist any aggrieved party in
14 future litigation against the organization, and to avoid service
15 of process in such litigation. These conditions are stated in
16 the settlement agreement I signed in December 1986, a copy of
17 which is marked and exhibited herewith as Exhibit "1".

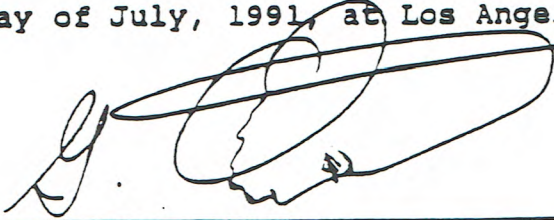
18 6. Since the settlement, the organization's attorneys
19 have threatened me on six occasions that I would be sued if I
20 violated the settlement's restrictions. The organization
21 meanwhile has itself violated the letter and spirit of the
22 settlement regarding me on numerous occasions. I have detailed
23 these instances in my December 25, 1990 declaration and a
24 declaration I executed on March 15, 1990 which was also filed in
25 the above-referenced appeal.

26 7. The effects of the December 1986 settlement
27 agreements in the legal community and on future individuals
28 aggrieved by the organization are obvious. Potential attorneys,

1 knowing or learning that they would be denied the documentary
2 evidence which had previously been available, denied assistance
3 from the key witnesses against the organization, and denied
4 assistance from the most knowledgeable attorneys in the world in
5 this field of litigation would be more than reluctant to accept
6 representation of aggrieved individuals. Add to that, the
7 general knowledge in the legal community of the harassive and
8 threatening practices of the organization toward adverse
9 attorneys, and the fact that well respected attorneys such as Mr.
10 Flynn had agreed to an unethical or illegal settlement to escape
11 the litigation, and it is no surprise that this country's
12 attorneys avoid representing the organization's many victims.
13 The victims are effectively cut off from communication with
14 witnesses and access to evidence, and their ability to obtain any
15 legal representation denied.

16 I declare under the penalty of perjury under the laws of the
17 United States and the State of California that the foregoing is
18 true and correct and based on my personal knowledge, except those
19 matters stated on information and belief, and as to those
20 matters, I am informed and believe them to be true.

21 Executed this 16th day of July, 1991, at Los Angeles,
22 California.

23 
24 _____
25 GERALD ARMSTRONG
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, CA 90028.

On January 6, 1993, I served the foregoing document described as NOTICE OF MOTION AND MOTION TO COMPEL ANSWERS TO DEPOSITION QUESTIONS AND THE PRODUCTION OF DOCUMENTS PURSUANT TO NOTICE OF DEPOSITION; MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF LAURIE J. BARTILSON IN SUPPORT THEREOF on interested parties in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Ford Greene
Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL -- I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

Executed on January 6, 1993, at Los Angeles, California.

[] BY PERSONAL SERVICE -- I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Paul Bradford
Type or Print Name


Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, CA 90028.

On January 6, 1993, I served the foregoing document described as NOTICE OF MOTION AND MOTION TO COMPEL ANSWERS TO DEPOSITION QUESTIONS AND THE PRODUCTION OF DOCUMENTS PURSUANT TO NOTICE OF DEPOSITION; MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF LAURIE J. BARTILSON IN SUPPORT THEREOF on interested parties in this action as follows:

☐ by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

☒ by placing ☐ the original ☒ a true copy thereof in a sealed envelope addressed as follows:

Paul Morantz
P.O. Box 511
Pacific Palisades, CA 90272

☒ BY MAIL -- I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

Executed on January 6, 1993, at Los Angeles, California.

☐ BY PERSONAL SERVICE -- I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

☒ (State) I declare under penalty of the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Paul Morantz
Type or Print Name

Paul Morantz
Signature